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Current Topics.

The Provincial Meeting of the Law Society.

IT WILL be seen from the statement which we print elsewhere
that the Provincial Meeting is to be held at Manchester on the
8th, 9th, and 10th of October next, and we imagine that there
will be a larger attendance of members than usual. It is, if we
remember rightly, thirteen years since the meeting was held in
that city, and the hearty welcome to visitors and the generous
provision made for their comfort and entertainment still remain
in the recollection of those who were present.

Action for Enticing Away a Servant.

IT is well established that an action will lie against anyone who
entices away or induces the plaintiff's servant to leave his
employment. It has been said that this action is an anomaly,
having its origin in times when slavery existed, and that with
regard to breach of contract the general rule of our law is
to confine its remedies by action to the contracting parties and
to damages directly and proximately consequent on the act of
him who is sued. But although there are few instances
of this action in modern times, the law, so far as it applies to
menial servants, remains unchanged, and in the case of *Wast-
nidge v. The Hotel Cecil*, a remitted action, which was heard last
week in the Westminster County Court, damages were claimed
by garage proprietors from the defendants for inducing a motor-
car driver to leave the plaintiffs' service and harbouring him
after notice of a contract of service with the plaintiffs. It
appeared that the driver was under a contract to remain in the
plaintiffs' service for a fixed term, but before this term had elapsed,
he left and went into the employment of the defendants, to whom a
copy of the contract was sent by the plaintiffs. It was proved
that it was difficult to procure a trustworthy driver in the season,
and that a good driver could always command a high salary.
The defence was that the man was employed in the ordinary
way, and that he would not have signed the agreement with
the plaintiffs had he been aware that it bound him to remain
with them for a year. Judgment was given for the plaintiffs for
£50, with costs. The cause of action with which the court
was required to deal appears to us to be founded in reason and
equity. The remedy by action against the servant for breach of
his contract is in most cases ineffectual, owing to his inability

to pay damages. The master ought, therefore, to be entitled to be indemnified by the wrongdoer, who has practically bribed the servant to disregard his obligation.

Reports of Divorce Cases.

NEARLY twenty years have elapsed since Mr. SAMUEL SMITH drew the attention of the House of Commons to the evil done to public morals by the publication in the newspapers of the offensive details of divorce cases and of other cases of an indecent character. Mr. SMITH observed that it was only of late years that this evil had grown to any serious extent, but the habit of reporting divorce cases at great length had suddenly developed, and some of the lower class of papers had even gone so far as to give verbatim reports of the foulest details of vice. No other nation permitted such extended reports of divorce cases. In France it was altogether forbidden, and there was no reason to suppose that other European countries would allow such latitude as we do. In the debate which followed Sir ROBERT (then Mr.) FINLAY said that they were all sensible of the advantages of publicity in everything connected with the administration of the law. But those advantages might be bought too dearly, and he had a strong impression that in some instances they were bought too dearly. He thought, in the interests of public morality, that the remedy which would prove most effectual, particularly in the interest of the young, would be that the presiding judge should have the power in every case, whether in the Divorce or any other court, if, having regard to the nature of the offence, he thought it expedient, to order that no report whatever of the evidence should be published. He did not believe that any remedy short of that would be effectual, while he would not approve of hearing all cases *in camera*. He would leave the court open to the public, but the judge should have power to say that the evidence should not be published at all. Sir R. WEBSTER (now Lord ALVERSTONE) hoped that this expression of opinion in the House would have the effect of checking the tendency to make money out of the publication of sensational placards and disgusting reports. The progress of reform in this country is slow. In the year 1906 a daily paper, with an extensive circulation, presents its readers, day after day, with a longer collection of divorce trials than has hitherto appeared in any newspaper, and few, if any, of the London papers have ventured to suppress any of the details of a particularly nauseous case which has been recently tried in the Divorce Court.

Fraudulent Preference by Companies.

THE DECISION of BUCKLEY, J., in *Re Jackson & Bassford (Limited)* (Times, 18th inst.) is important as shewing that section 14 of the Companies Act, 1900, has the effect of applying to cases of fraudulent preference in regard to companies certain considerations which have hitherto applied only to fraudulent preference in bankruptcy. The creation of a security for an actual advance is not a fraudulent preference which will make the security void if bankruptcy occurs within three months, and an advance made on the faith of a promise that a bill of sale shall be given will in general be treated as a present advance on the security of the bill of sale when given. But it was held in *Re Fisher* (L. R. 7 Ch. App. 636) that this rule would not protect a transaction where the giving of the bill of sale was purposely postponed until the trader was in a state of insolvency, in order to prevent the destruction of his credit which would result from registering the bill of sale. Such a postponement would be evidence of an intention to commit an actual fraud against the general creditors. And this view was emphasized in *Ex parte Kilner* (13 Ch. D. 245), where it was said that if a security is sought to be saved by setting up a prior agreement, the *onus probandi* was always upon the person setting up such agreement to prove its *bona fides*. But the requirement of registration now attaches under section 14 of the Companies Act, 1900, to debentures given by a company, and hence when an advance is made upon the promise of a company to give a debenture at a future time, the considerations which in bankruptcy may make the bill of sale when given a fraudulent preference will now make a debenture when given in pursuance of a previous promise a fraudulent preference under section 164 of the Companies Act, 1862, in winding up. In *Re Jackson & Bassford (Limited)* one who was the permanent

director, the largest shareholder, and the predominant person in the company guaranteed the company's overdraft at the bank in consideration that the company would give him a debenture as security "whenever called upon by him to do so." This was in December, 1904, and a similar promise was given in February, 1905, when the overdraft was increased and the increase also guaranteed. The guarantor called for the debenture on the 8th of December, 1905, and it was given on the 15th of December. A resolution for voluntary winding-up was passed on the 1st of January, 1906. BUCKLEY, J., held, upon the analogy of the above cases, that the onus of shewing that the delay was *bona fide* was on the guarantor. "The fact," he said, "amounts to this, that, relying on the agreement to give security, he went on incurring debts on behalf of the company, relying on being able at any time to enforce the antecedent promise. To allow that would be to repeal section 14 of the Companies Act, 1900, and I do not think that the section allows such a transaction."

Derogation from Grant.

A CURIOUS application of the doctrine that a grantor may not derogate from his grant was made by KEKEWICH, J., in *Bells (Limited) v. Pickfords (Limited)* (54 W. R. 476; 1906, 2 Ch. 87). The defendants, who were the owners of land covered with buildings, leased a portion of the land to the plaintiffs for the purpose of erecting a warehouse and showrooms for which a large amount of light would be necessary. The plans for the new buildings, which were approved by the defendants, shewed that there would be windows in the external wall adjacent to the land retained by the defendants. The defendants demolished the buildings on the demised land to make way for the plaintiffs' new buildings, but in doing so they left certain rafters projecting which were supported by stanchions standing partly on the demised land. Without the knowledge or consent of the plaintiffs, their architect allowed these rafters and stanchions to be incorporated in the external wall of the plaintiffs' buildings, which was otherwise separate and which stood entirely on the demised land. The windows were made in this wall in accordance with the plans, but the local authority claimed that the incorporation of the rafters and stanchions had made the wall a party-wall within the meaning of section 5 (16) of the London Building Act, 1894 (57 & 58 Vict. c. cexlii.), and demanded that the windows should be closed. The plaintiffs thereupon brought the action to restrain the defendants from trespassing upon their wall so as to convert it into a party-wall, and KEKEWICH, J., granted an injunction restraining them from using the wall and ordered them to remove the rafters. The ground of the injunction was that the defendants, by allowing their rafters to remain in the plaintiffs' wall and so rendering them liable to have the windows closed, were derogating from their grant. "Where," said STIRLING, J., in *Alden v. Latimer, Clark, & Co.* (42 W. R. 553; 1894, 2 Ch. 437), in a passage quoted by KEKEWICH, J., "a landlord demises part of his property for carrying on a particular business he is bound to abstain from doing anything on the remaining portion which would render the demised premises unfit for carrying on such business in the way in which it is ordinarily carried on." The defence was that the plaintiffs knew that their wall was liable to become a party-wall, and, moreover, that the defendants had done nothing; they had simply left rafters projecting which the plaintiff's architect had built into the new wall. But for doing this KEKEWICH, J., held that he had no authority, and the peculiar circumstances of the case did not alter the fact that the defendants were trespassing and by the trespass were derogating from their grant to the prejudice of the plaintiffs.

The Licences Compensation Fund and Mortgages.

THE RECENT decision of KEKEWICH, J., in *Law Guarantees and Trust Society v. Mitcham and Cheam Brewery Co. (Limited)* (54 W. R. 551; 1906, 2 Ch. 98) shews that mortgagees of licensed premises are, in the case of renewal of the licence being refused, entitled, as is obviously proper, to receive any compensation payable under the Licensing Act, 1904—at any rate if the goodwill of the business carried on upon the premises is included in the security—although they are not, in the absence of special agreement, at liberty to apply it at once in repayment of the

mortgage debt. In that case the plaintiffs were trustees of a debenture stock trust deed, executed in 1899, for securing £75,000, and certain leasehold licensed premises, with the goodwill, were included in the property specifically mortgaged to them. In 1905 the licence was extinguished, and a sum of £1,510 was allowed as compensation, of which £272 was apportioned to the freeholders, £105 to the holder of the licence, and £1,133 to the defendant company. A summons was then taken out by the trustees to determine whether they were entitled to this £1,133. It was contended for the company that, although the money was of course included in the floating charge created by the trust deed, it was not included in the specific mortgage, and that they could receive and use it. KEKEWICH, J., held, however, that the compensation money represented part of the property which had been specifically mortgaged, and hence that the trustees were entitled to require that it should remain in their security; though, since it was a security for money not yet due, they were not entitled to use it to reduce the amount of their mortgage. They were, indeed, entitled to receive it, but the company were to be treated as being in possession, just as they had been in possession of the licensed premises, and any income which was yielded by interest from this money placed on deposit or otherwise would have to be paid to the company. The right of the trustees to appropriate the money in part payment of the debenture stock would not arise till they were in a position to enforce their security—that is, till they were entitled to sell or to exercise the rights of mortgagees in possession. This is not a convenient way of dealing with compensation, but the court had to apply the provisions of the trust deed to a case which was not contemplated when the deed was executed. In future special provision with regard to the application of compensation should be made in mortgages of licensed premises.

The Immunity of Private Property in Maritime War.

IN AN article on "The Laws and Practices of Naval Warfare," which appeared in the *Times* of 23rd inst., it is said with regard to the expected Hague Convention, that "the *crux* of the Convention will almost certainly prove to be the question of the immunity of the private property of belligerents at sea, contraband of war excepted." Upon this question the policy of Great Britain has unfortunately fallen behind the policy of the United States. Whether that policy deserves to be characterized as more enlightened, or whether it differs from British policy solely because different material circumstances tend upon selfish grounds to a different result, it is at least the more humane policy, and there can be little doubt that it will ultimately prevail. The progress of civilization long ago provided immunity for private property in land warfare, and the extension of the same immunity to maritime warfare is foreshadowed in a clause of the treaty of 1871 between the United States and Italy which the writer of the article quotes. According to that, the private property of subjects of the contracting parties, with the exception of contraband of war, is to be exempt from seizure or capture, on the high seas or elsewhere, by the armed vessels or by the military forces of either party. The writer of the article suggests that United States opinion is not unanimous upon this question, though, in default of proof to the contrary, he admits that it is to be assumed that the United States have not changed their opinion, and he considers that Russia and Italy, at least, with probably the majority of the smaller States, will vote in the same sense. He regards the attitude of France and Germany as doubtful. The possession of a large mercantile marine by a country whose navy is not predominant is not unnaturally taken as a reason for favouring the immunity of private property. On the other hand, the possession of a predominant navy, invested with the belligerent right of destroying enemies' private property, is treated as a valuable asset of this country, and the abandonment of the right as a sacrifice not to be consented to except after long consideration. Upon selfish grounds, however, it is not easy to say on which side the balance of convenience lies, and it may be hoped that the question, so far as this country is concerned, will not be dealt with purely upon such considerations. The writer of the *Times* article appears to think that because war "is in itself fundamentally inhuman and can

never be anything else" it is useless to attempt any amelioration in its conditions. But that is not the spirit which has produced amelioration so far, and it is not the spirit which will entitle this country to consideration at the next Hague Convention. A clear instruction to our representatives to procure the immunity of private property at sea would enormously increase the beneficent influence of the Convention, and would place this country in a stronger position with regard to the numerous abuses of belligerent rights which the Russo-Japanese War revealed. Even at the present moment no ship can approach Vladivostok except under special pilotage because of the floating mines; and it requires to be made perfectly clear that interference with the highway of the seas and with neutral shipping cannot be permitted except under the strictest guarantees for the observance of neutral rights.

The Criminal Appeal Bill.

THE CRIMINAL Appeal Bill has left the House of Lords in a very different form from that in which it was introduced to the House; and there seems a high degree of probability that it will become law very much in its present shape. Some amendments will, however, no doubt be made in the other House. We venture to suggest a few amendments which seem to be needed. Section 1 (1) contains the essential provision, giving a person convicted the right to appeal "on any ground of appeal which involves a question of law alone," and the right to appeal with leave on other grounds. There follows, however, this proviso: "Provided that an appeal shall not be entertained on a question of law alone if the question was not raised at the trial, and is one which, if so raised, could have been disposed of by evidence." It is difficult to see how this proviso will work, or how it can be of any use, even if it is fair. In the first place, it may often be a cause of hardship, for a prisoner may have been undefended and not have the knowledge to appreciate the question of law; or (as sometimes happens) he may have been defended by a very youthful member of the bar whose inexperience has caused him to miss the point at the trial. The right of appeal on a question of law, however, is not taken away simply because the point was not raised at the trial. It is taken away only in that case and where also the point is such that if it had been raised at the trial it could have been disposed of by evidence. Such a proviso cannot really save the time of the Court of Criminal Appeal, for it must be for the court itself on hearing to decide whether the point could have been disposed of by evidence if it had been raised at the trial. If, having heard the case, they come to this conclusion, then "the appeal shall not be entertained." But, in a sense, it has already been entertained when this point is reached, and we fail to see what the proviso has done, for by section 1 (4) (a) the court has power to dismiss any appeal, notwithstanding that they are of opinion that a point raised might be decided in favour of the appellant, if they consider that no substantial miscarriage of justice has in point of fact occurred. We therefore suggest that this proviso should be struck out, as being probably mischievous, and at the most useless. Another matter which demands consideration is the position of private prosecutors under the proposed law. It is always a thankless and unprofitable task for a private individual to undertake a prosecution; how much worse his position will be when, in addition to the costs of the trial, he may have to bear his costs of an appeal, and even be confronted with a new trial! Of course, he cannot be compelled to incur this extra expense, but it is by no means obvious what is to happen if he takes no further part in the proceedings after a conviction has been obtained. If a new trial is ordered and the prosecutor does not choose to instruct counsel to prosecute, it seems likely that the proceedings will end in a fiasco, and perhaps in miscarriage of justice. For these reasons it is suggested that there should be in the Bill some provision for the payment of the costs of the prosecution out of public funds in all cases where a new trial is ordered. We are unaware that there is any power in the High Court or a judge to order any person to be released, on bail or otherwise, when he is undergoing a sentence of imprisonment passed upon him after conviction of felony. There do not appear, however, to be any provisions in the Bill for the release on bail of an appellant pending appeal;

and, of course, he might serve a considerable term of imprisonment between conviction and appeal if the Long Vacation intervened. It is submitted that power to release on bail pending appeal cannot properly be created by the rules which are to be made regulating procedure, and that such power should be given by the Act.

Compensation for the Death of Servant or Child.

REFERRING to the decision in *Clark v. London General Omnibus Co.* (*Times*, 12th July), which we noticed last week, a learned correspondent says: The case is interesting, in the first place, by reason of the divergence between judicial decision and the opinions of text-writers which was brought to light. The facts were very similar to those in *Osborn v. Gillett* (L. R. 8 Ex. 88), though in 1873 girls of twelve did not ride bicycles, and the daughter there was killed on the spot by a waggon and horses driving over her. In *Osborn v. Gillett* the payment of funeral expenses was part of the damage alleged by the father, the plaintiff, and the Court of Exchequer, in effect, held (BRAMWELL, B., dissenting) that no damages were recoverable. The gist of the decision is contained in these words, from the judgment of FICOTT, B. (p. 91): "It may seem a shadowy distinction to hold that when the service is simply interrupted by accident resulting from negligence, the master may recover damages, while in the case of its being determined altogether by the servant's death, no action can be sustained. Still I am of opinion that the law has been so understood up to the present time." The dissent of Lord BRAMWELL may be summarized in a question put by him during the argument: "It is admitted that if the servant lives for six months, the master would have had an action. Why has he not one because the servant dies at once?" Discussing the matter on principle, the text-writers agree with Lord BRAMWELL in thinking that the question was not satisfactorily answered by the majority of the court. In Pollock on Torts (7th ed., 1904), at pp. 63, 64, the following passages occur: "The previous authorities are inconclusive, and the reasoning of Lord BRAMWELL's (then Baron BRAMWELL's) judgment is, I submit, unanswerable in principle"; "*Osborn v. Gillett* stands in the book, and we cannot actually say it is not law, but one would like to see the point reconsidered by the Court of Appeal." The Court of Appeal in the recent case practically declined to reconsider the point; in the course of the argument (and this is a further reason for the special interest of the case) a Canadian case was cited which appears to have impressed the court, and which emphasizes the divergence already mentioned as existing between the decisions and the text-writers' opinions. This case was *Monaghan v. Horn* (1882, 7 Can. S. C. R. 409), which seems not to have come to the notice of the English writers; it is not cited either in Pollock on Torts or in Smith on Negligence. Upon the judgment of GWYNNE, J. (p. 458), being read, Sir GORELL BARNES said: "That is good, and clears up a difficulty I have felt." The passage thus referred to with approval seems to be that in which GWYNNE, J., compared the death of the servant to the voluntary determination of the contract of service, and continued: "The contract of service being terminated, the master cannot be entitled to demand compensation for the loss of services to which he is no longer entitled." It is submitted, however, that this explanation does not make the decision in *Osborn v. Gillett* more satisfactory in principle. GWYNNE, J. (with the majority of the court), approved of that decision, and criticized the dissenting judgment of Lord BRAMWELL. The result of *Clark v. London General Omnibus Co.* is that the rule laid down as law in *Osborn v. Gillett* is more firmly established than ever, in the teeth of adverse criticism.

The Pawnbrokers Act, 1872.

THERE HAS recently been much discussion in courts of quarter sessions and courts of summary jurisdiction as to the proper interpretation of section 30 of the Pawnbrokers Act, 1872, which relates to the delivery to the owner of property which has been unlawfully pawned. Section 30 enacts that if any person is convicted in a court of summary jurisdiction of knowingly and designedly pawning with a pawnbroker anything being the property of another person without being employed or authorized by the owner to pawn the same, or if any person

is convicted in any court of feloniously taking or fraudulently obtaining any goods or chattels, and it appears to the court that the same have been pawned with a pawnbroker, or if in any proceedings before a court of summary jurisdiction it appears to the court that any goods and chattels brought before the court have been unlawfully pawned with a pawnbroker; the court, on proof of the ownership of the goods and chattels, may, if it thinks fit, order the delivery thereof to the owner, either on payment to the pawnbroker of the amount of the loan or of any part thereof, as to the court, according to the conduct of the owner and the other circumstances of the case, seems just and fitting. The Select Committee, upon whose report in 1870 the Act was framed, recommended that, in order to prevent injustice, the value of the goods should be paid by the owner when it appeared that they had been unlawfully disposed of through his own negligence—when, in fact, it might be said that he was estopped by his own conduct from disputing the title of the pledgor. The power to order the payment to a pawnbroker of the whole or part of his advance has been viewed by magistrates in very different ways, and some of them appear to have been influenced by the extent of the loss which under ordinary circumstances would fall upon the pawnbroker. But a power to practically deprive one person of his goods and give them to another should *prima facie* be exercised with great caution, and we can find no indication in the section of any intention that it should be exercised when there has been nothing in the nature of *laches* on the part of the lawful owner of the goods.

Legislation in New Zealand.

THE ADDRESS by Mr. W. PEMBER REEVES, the High Commissioner for New Zealand, before the Society of Comparative Legislation, on the legislation of New Zealand since 1891, contained some remarkable statements. He said that the legislative policy as to land in New Zealand, which consists in graduating the land tax so that the holders of large unimproved areas of land are glad to dispose of their property rather than pay an enormous fine for the privilege of holding it, had been a success, since the Government had been enabled to purchase large tracts and re-sell to small holders and yeomen farmers. About four and a-half millions had been spent in buying land for the purpose of re-selling in this way; the whole population of New Zealand is only 890,000 souls. In addition to spending this sum in purchasing land, the Government had advanced about four millions, in sums of £300 or thereabouts, to farmers on the security of their land. It would be interesting to know the net loss to the revenue of the colony which has arisen from carrying out this policy. Mr. REEVES' further statement that, notwithstanding the drastic liquor laws—under which the system of local option prevails, and the loss of a liquor licence gives no right to compensation—drunkenness had greatly increased in recent years, gives rise to a good deal of reflection. His explanation of the fact was that this resulted from the general prosperity of the colony, and would have been worse had the system of local option and a restricted number of licences not prevailed. But the practical result is apparently to shew that such a system is ineffectual to prevent a large amount of drunkenness.

Nuisance from Cab Whistles.

IN THE recent correspondence in the newspapers upon noisy nuisances of the metropolis, nothing, so far as we know, has been said of the manner in which those who seek their rest at an early hour are liable to be disturbed by the sharp and penetrating sound of the cab whistle. A similar evil appears to have prevailed in London in the reign of Queen ANNE. SWIFT, in his "Directions to Servants," recommends the footman, when ordered to call a coach, although it be midnight, to go no further than the door for fear of being out of the way when he is wanted, and there stand bawling "Coach, coach!" for half an hour. It would seem that the progress of science has done little in mitigating the discomfort caused to a sleeping neighbourhood by the necessity of summoning a vehicle.

Failure to Destroy Rabbits.

IT IS curious to observe how the Australian Colonies which have adopted the common law of England have been compelled

to supersede it by legislation adapted to the peculiar circumstances of their territory. So far back as *Boulton's case* (5 Rep. 104) it is stated, as a proposition of law, that if a man makes coney-burrows on his own land, which increase in so great a number that they destroy his neighbour's land next adjoining, his neighbour cannot have an action on the case against him who made the coney-burrows, but so soon as the coney-burrows come on his neighbour's land, he may kill them. This plain and simple ruling has not been sufficient for the exigencies of Australia. Several cases in the New South Wales Reports turn on the construction of the Pastures Protection Act, by which the owner of land is liable for failing to suppress and destroy all rabbits thereon at his own cost.

Estoppel by Use of Company's Seal.

THE House of Lords in *Ruben v. Great Fingal Consolidated (Limited)* (*Times*, 20th inst.) have had very little difficulty in affirming the decision of the Court of Appeal (53 W. R. 100; 1904, 2 K. B. 712) and in exempting the defendant company from liability for the use of their seal by the secretary fraudulently for his own benefit. One ROWE, who was a partner in a firm of stockbrokers, was in 1902 secretary to the company. In December of that year ROWE requested Messrs. RUBEN & LADENBURG to advance to him £20,000 on the security of 5,000 shares of the company, and it was arranged that they should get the £20,000 from their bank and make the advance. ROWE stated that the shares which he offered as security were standing in the name of "E. STOREY," and a transfer from E. STOREY to two persons as nominees of the bank was prepared. The transfer was tendered to the company for certification, and was indorsed with the usual note that the certificates of the shares comprised in it had been lodged with the company. It purported to be executed by "E. STOREY," and in due course was executed by the transferees, and was on the 17th of December returned to ROWE. On the following day ROWE handed to Messrs. RUBEN & LADENBURG a new certificate which purported, in accordance with the articles of association of the company, to bear the seal of the company and to be signed by two directors and countersigned by the secretary. On the security of this the bank advanced the £20,000 to Messrs. RUBEN & LADENBURG, and they handed a cheque for that amount, less stamps and commission, to ROWE. ROWE cashed the cheque and shortly afterwards absconded. It was then discovered that the only genuine part of the new certificate for the 5,000 shares was ROWE's signature as secretary. The signatures of the two directors were forgeries, and the seal had been affixed without authority.

Under the above circumstances Messrs. RUBEN & LADENBURG, who had been obliged to repay the £20,000 to the bank, contended that the loss caused by ROWE's fraud must be borne by the company, and that the company were estopped from disputing the title of the bank's nominees to be registered in respect of the shares. The action in which this contention was raised came in the first instance before KENNEDY, J. (1904, 1 K. B. 650), and he decided, contrary to his own opinion, in favour of Messrs. RUBEN & LADENBURG on the authority of *Shaw v. Port Phillip Mining Co.* (13 Q. B. D. 103). In that case also the secretary of a company issued a forged certificate of shares, and money was borrowed on the security of the certificate. The lender claimed the value of the shares against the company, and it was held by the Divisional Court (STEPHEN and MATHEW, JJ.) that the company, since they had put their secretary in the position of being able to issue a forged certificate as if it were genuine, were estopped from disputing its genuineness. "It never could have been contemplated," said MATHEW, J., "that the purchaser of shares should himself ascertain that each of the prescribed formalities had in fact been complied with. It seems to me, therefore, that the secretary is held out by the company as their agent to warrant the genuineness of the certificate."

It was suggested by the Lord Chancellor in his judgment in the present case that possibly *Shaw v. Port Phillip Mining Co.* might be upheld upon the supposition that the secretary was there in fact held out as having authority to warrant the

genuineness of a certificate. But this is not material. The ostensible ground of decision was that the facilities enjoyed by the secretary as such enabled an estoppel to be raised against the company, and it is the correctness of this which has been under consideration in the present case. So far indeed as the liability of the company might be supposed to rest upon their liability for the acts of their agent as such, the case is concluded in favour of the company by the rule with respect to the liability of a principal for the fraud of his agent laid down by WILLES, J., in *Barwick v. English Joint Stock Bank* (L. R. 2 Ex. 259): "With respect to the question whether a principal is answerable for the act of his agent in the course of his master's business, and for his master's benefit, no sensible distinction can be drawn between the case of fraud and the case of any other wrong. The general rule is that the master is answerable for every such wrong of the servant or agent as is committed in the course of the service and for the master's benefit, though no express command or privity of the master be proved." For the present purpose the gist of the rule lies in the statement that the fraud, to make the master answerable, must be committed for the master's benefit, and this qualification was emphasized in *British Mutual Banking Co. v. Charnwood Forest Railway Co.* (18 Q. B. D. 714). Hence in the present case, since ROWE had committed the fraud for his own benefit solely, the liability of the defendant company could not be based upon their liability as principals for his fraud as agent.

This left the question whether the company was estopped simply by the use of the seal, and KENNEDY, J., considered that the argument in favour of such estoppel was countenanced by the distinction drawn by LORD MACNAGHTEN in *Whitechurch v. Cavanagh* (50 W. R. 218; 1902, A. C. 117), between the "certification" of shares and the issue of certificates. "There is," he said, "a marked difference between a certificate and certification. A certificate is under the seal of the company. By the Companies Act, 1862, a certificate is made *prima facie* evidence of title. . . . A certificate stands on a different footing altogether. Transfers are never certified under the company's seal." As the decision in that case was that a certification by the secretary of certificates of shares having been lodged created no estoppel against the company, the above passage is open to the construction that a document under the seal of the company might have a greater effect, and that a certificate issued under the seal of the company, although the seal had been used fraudulently, would bind the company. But the judgment of LORD MACNAGHTEN in *Whitechurch v. Cavanagh* was not concerned with the case of the fraudulent use of the company's seal without the authority of the directors. The immunity of the company under such circumstances is in principle secured by *Bank of Ireland v. Evans' Trustees* (5 H. L. C. 389) and *Merchants of The Staple v. Bank of England* (21 Q. B. D. 160), where it was held that the improper use of the seal of the company by a person who has access to it does not bind the company, unless there has been negligence in the custody of the seal, and no such negligence is to be imputed from the mere fact that a subordinate official is enabled to make use of it.

In addition to the above consideration, the Court of Appeal, when the case was before it, noticed that it was no part of the duty of the secretary of a company to make representations as to the genuineness of certificates. "The ostensible action of the secretary," said COLLINS, M.R., "is limited to handing over the apparently complete certificate. . . . His own signature may import a personal representation by himself that the document is genuine, and found a right against himself; but it does not import that he had any other than ministerial duties in connection with the matter." And STIRLING, L.J., said: "The secretary had no authority to make representations as to the genuineness of certificates; he was merely entrusted with the ministerial duty of delivering certificates to those entitled to them." Hence the Court of Appeal reversed the judgment of KENNEDY, J., and held that the company were not liable to make good to the plaintiffs the 5,000 shares which purported to be included in the forged certificate, and this result has been unanimously affirmed by the House of Lords. In general, no doubt, a person dealing with a company is not bound to see that all the formalities required for the validity of its acts have been complied with. He has notice of its constitution as contained

in its articles of association, but is not concerned with internal matters such as the proper appointment of directors. "It is quite true," said Lord LOREBURNE, C. "that persons dealing with limited liability companies are not bound to inquire into their indoor management, and will not be affected by irregularities of which they had no notice." But he proceeded to point out that this exemption applies only to irregularities, and does not validate forged documents: "This doctrine, which is well established, applies only to irregularities that otherwise might affect a genuine transaction. It cannot apply to a forgery."

The result which has now been finally arrived at is thus based upon the fact that the certificate in question was a forgery, and that there was nothing in the circumstances under which it was issued to create any estoppel against the company. "The directors," said Lord MACNAGHTEN, "have never said or done anything to represent or lead to the belief that this was the company's deed. Without such a representation there can be no estoppel. The fact that the fraudulent certificate was concocted in the company's office, and was uttered and sent forth by its author from the place of its origin, cannot give it an efficacy which it does not intrinsically possess. The secretary of the company, who is a mere servant, may be the proper hand to deliver out certificates which the company issues in due course, but he can have no authority to guarantee the genuineness or validity of a document which is not the deed of the company." And the learned lord pointed out that the idea that the company ought to lock up their seal and guard it as if it were a dangerous beast, had been disposed of by the case of *Bank of Ireland v. Evans' Trustees*, above referred to.

Unfortunately the above reasoning does not take account of the actual position of persons who have dealings with companies, and in practice it is not always possible for them to take the precautions which are thus shewn to be necessary for their security. When an important deed is being executed by a company it is not unusual for the solicitor of the other party to attend the board meeting at which the seal is affixed, but this cannot always be done, and especially it would be extremely inconvenient for transferees of shares to attend and see the execution of the certificates which are to be handed to them. The acceptance of the certificates in the absence of such attendance is attended with the danger which the present case reveals, and, it seems, the risk is one of those which it is, at any rate in small transactions, necessary to run in the ordinary course of business. The case suggests, however, that where large sums are involved, special inquiries ought to be made as to the title to the shares which are being dealt in, and as long as these inquiries are neglected, cases such as the present will, it is to be feared, from time to time occur.

Appointment by Unattested Will.

II.

ADMISSIBILITY to probate in England, when the will is valid by the law of the place of domicile at death, is not affected by the fact of the testator being a British subject. In this respect there is no difference between the will of a foreigner and the will of an Englishman. In both cases the negative provisions of sections 9 and 10 of the Wills Act, 1837, become inoperative. The privilege of making a will which shall be valid as to personality, and admissible to probate in England, notwithstanding imperfect attestation, has been extended, in the case of British subjects, to cases other than that of foreign domicile—i.e., wills of soldiers and seamen on active service, wills of which probate from Irish, Scottish, and Colonial courts is re-sealed in England, and wills under the Wills Act, 1861 (Lord Kingsdown's Act), as pointed out *ante*, p. 540. In these cases the negative provisions of section 9 of the Wills Act, 1837, become inoperative. The question now to be considered is whether, and how far, the negative provisions of section 10 become inoperative, as in the case of wills valid only by the law of a foreign domicile.

On this question—whether a general power of appointment "by will" simply, without express direction as to any further formality, can be validly exercised by a will admitted to probate

under an English statute, but unattested or imperfectly attested—there appears to be no actual decision. There are *dicta*, but all these *dicta* relate to wills under the Wills Act, 1861.

It may be noticed incidentally that no question arises, in the case of wills admitted to probate under an English statute, as to the applicability of section 27 of the Wills Act, 1837—a difficult question in the case of purely foreign wills; the will is necessarily construed according to English, and not foreign, law, and the rule of construction as to general bequests operating as appointments under general powers can, therefore, be applied as a matter of course.

The first case to be referred to is *Re Kirwan's Trusts* (1883, 25 Ch. D. 373)—a case, as already pointed out, dealing with a special power and a power which expressly required attestation. KAY, J., however, expressed the opinion that the Wills Act, 1861, did not do away with the necessity for attestation of a testamentary appointment; he said (p. 381): "The later Act [of 1861] does not refer to that clause [section 10], nor indeed does it refer to a power of appointment at all . . . it does not at all touch or interfere with the negative provision in the Wills Act [of 1837]—namely, that no testamentary appointment can be made unless it is attested by two witnesses."

This *dictum*, however, does not seem to have been approved of by STIRLING, J., in *Re Price* (1900, 1 Ch., at pp. 451, 452); the latter learned judge said (p. 451): "I fail to see why the provisions of section 10 of the Wills Act should apply to the will" before him, a French will, "any more than those of section 9." These remarks of STIRLING, J., are referred to in *Barretto v. Young* (1900, 2 Ch., at p. 343), and apparently acquiesced in by BYRNE, J.

The next case to be considered is *Hummel v. Hummel* (1898, 1 Ch. 642), before KEEWICH, J. The will here was an unattested will containing a simple bequest of £600 to a named legatee. The testatrix was an English subject by birth, who had married an Austrian and resided at Nice, in France. Whether the testatrix had a French, Austrian, or English domicile was not decided, nor was it decided whether the will was valid by French or Austrian law. It was assumed in the judgment that the will was valid by the law of France, and that it could only have been proved in England under the Wills Act, 1861. As a matter of fact, the will was not proved in England. KEEWICH, J., held that this will did not operate as an appointment under a general power to appoint by will; and it is difficult to see how, as the action was framed and tried, any other decision could have been possible. But KEEWICH, J., did not rely on the will not having been proved; he purported to follow *Re Kirwan's Trusts* as a binding decision to the effect that the Wills Act, 1861, did not enable a power of appointment to be exercised by an unattested will—distinguishing *D'Huart v. Harkness* (1865, 34 Beav. 324)—and held that, even had the will been proved in England, the bequest could not have been construed as an appointment under the power so as to vest the legacy in the legatee named. Seeing that *Re Kirwan's Trusts* was not an actual decision for the proposition that the Wills Act, 1861, has no effect on testamentary appointments under general powers, and that the actual decision in *Hummel v. Hummel* is amply supported by the facts of the case, as above-mentioned, the remarks of the learned judge with respect to the necessity of compliance with section 10 of the Wills Act, 1837 (p. 646), can only be regarded as *dicta*.

With regard to section 27 of the Wills Act, 1837, it is clear that KEEWICH, J., would have been prepared to rely on it (if necessary) for the purpose of construing the bequest as an appointment if he could have seen his way to holding the will to be a duly executed will. This is in accordance with the same learned judge's decision in *Re Harman* (1894, 3 Ch. 607), already referred to.

The result appears to be that, so far as authority goes, the question whether a will valid and admitted to probate under the Wills Act, 1861, can operate as an appointment without attestation as required by section 10 of the Wills Act, 1837, is quite unsettled. On the other hand, there seems to be no doubt as to such wills being construed by the rule in section 27.

It is submitted that, on principle, there should be no distinction between wills admitted to probate as being valid by the law of a foreign domicile and wills admitted to probate under

the Wills Act, 1861, so far as the applicability of section 10 of the Wills Act, 1837, is concerned; as section 10 does not apply to foreign domicil wills, so it should not apply to wills under the Act of 1861. This view is supported by the decision in *Re Grassi* (1905, 1 Ch. 584), where it was held distinctly, for the first time, that the beneficial interest in leaseholds can pass by an unattested will proved under the Wills Act, 1861, notwithstanding section 9 of the Wills Act, 1837. As section 9 was held in *Re Grassi* to have been in effect amended by the Act of 1861, so it is submitted section 10 should now be held to be in effect amended by the same Act.

The same considerations, as to the effect of the admission of a will to probate on its efficacy as a testamentary appointment, appear to apply to other cases of wills thus made valid by English statutes.

Reviews.

Procedure.

THE OUTLINES OF EVIDENCE AND PROCEDURE IN AN ACTION IN THE KING'S BENCH DIVISION: FOR THE USE OF STUDENTS. By A. M. WILSHERE, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

Procedure is essentially a matter in which experience is the most valuable of teachers, but none the less the student must be prepared with a sound foundation of book-learning, such as he can hardly be expected to collect from the pages of the Annual Practice or the Yearly Practice, and so far as regards the King's Bench Division he will find this learning very usefully presented in Mr. Wilshere's handy little volume. He deals in successive chapters with the preparation, issue, and service of the writ, and appearance; proceedings after appearance; pleadings; discovery; proceedings at the trial; and evidence; and under each of these heads the various steps in procedure are duly noted and explained. Thus under "Pleadings" a useful note on the old forms of pleading is given for the purpose of shewing the importance of the present rule that a pleading is to contain a statement of the material facts upon which the party relies. The same chapter also enumerates the various applications which a defendant may have to make before delivering his defence, such as applications for particulars or applications to strike out the whole or part of the statement of claim, and the occasions upon which they may be made are explained. The author has made the book clear, interesting, and instructive, and it should be acceptable to students.

Digest of Building Cases.

BUILDING CASES: BEING A DIGEST OF REPORTED DECISIONS AFFECTING ARCHITECTS, SURVEYORS, BUILDERS, AND BUILDING OWNERS. By F. ST. JOHN MORROW, LL.D. (Dub.), Barrister-at-Law. Butterworth & Co.

This volume contains a very comprehensive digest of cases relating to building. Sometimes, indeed, it is open to the charge of being too comprehensive, and the compiler has included cases which have become obsolete. Thus it is useless now to cite authorities for the proposition that a solicitor or barrister who indulges in building speculations is not a "builder" within the meaning of the old Bankruptcy Acts. These citations, however, bear witness to the compiler's industry, as also does the inclusion of the cases from Yelverton on the customs of London and York as to ancient lights, customs which are of little importance since the Prescription Act, 1833. But the greater number of the cases under "Ancient and Other Lights" are quite modern, among them being *Coile v. Home and Colonial Stores* (53 W. R. 30; 1904, A. C. 179) and the cases which led up to that decision. The headings, "Architect," "Bankruptcy," "General Line of Building," and "Party-wall" may also be mentioned as giving a full guide to the cases on those subjects. The appendix contains the form of agreement and schedule of conditions for building contracts, and the rules of professional practice as to architects' charges, which have been approved by the Royal Institute of British Architects; and also Ryde's Scale of Surveyor's Fees. And although the Digest itself is alphabetically arranged, yet since many cases touch upon more than one subject, the compiler has consulted the convenience of his readers by adding a full index.

Roman Law.

ROMAN PRIVATE LAW: FOUNDED ON THE "INSTITUTES" OF GAIUS AND JUSTINIAN. By R. W. LEAGUE, M.A., B.C.L., Barrister-at-Law. Macmillan & Co. (Limited).

This book is a useful addition to the works on Roman Law which

recent years have produced. It is not concerned with the actual texts of Gaius and Justinian, but gives, as simply as possible, their subject-matter, following in the main the original order of treatment, and, where necessary, information is added from the Digest and other sources. The introduction, which explains the various sources of law, is a valuable feature of the book, and it will enable the student to gain clear ideas upon some important matters, such as the *Prætor's Edict*, and the part it played in the development of the law. He will also find it a great advantage to follow the statement of the law here given with the Institutes before him, and it will be an excellent exercise to compare such a section as that on the Roman forms of security—*Pignus* and *Hypothecus*—with the corresponding English forms. Indeed, it is only for the sake of such comparisons that the study of the Roman law has practical value. At pp. 164-168 there is a useful note on Ownership and Possession, in which the forms of possession which were protected by the interdicts are explained.

Points to be Noted.

Company Law.

Shares—Proof in Shareholder's Bankruptcy for Calls and Uncalled Liability—Effect as to Paying Up the Shares.—It has been held by the Court of Appeal, affirming the decision of Buckley, J. (1905, 1 Ch. 597), that where the holder of partly-paid shares is adjudicated a bankrupt, and the company proves in respect of calls due and the rest of the future liability on the shares, and receives a dividend of less than 20s. in the pound on the unpaid portion of the shares, although the bankrupt and his estate are freed from further liability on the shares, yet the shares are not to be deemed to be fully paid up. Therefore, when the company goes into liquidation, and the liquidator has in his hands surplus assets for distribution amongst the shareholders, fully-paid shareholders are alone entitled to share in the assets until what they have paid has been levelled down to what has been received in respect of the bankrupt's shares.—*RE WEST COAST GOLD FIELDS (LIMITED), ROWE'S TRUSTEES' CLAIM* (C.A., Nov. 9, 1905) (1906, 1 Ch. 1).

Debentures—Receiver—Right to Remuneration.—Where a person is appointed a receiver by the court—and it is immaterial that in the case now before us it was in a partnership action and he was a partner—the receiver is an officer of the court appointed for everyone's convenience on the terms of being remunerated, and the honour of the court is involved in seeing that the arrangement is fulfilled with the utmost punctuality. He is, therefore, to have his remuneration irrespective of his indebtedness in some other capacity "so as to keep himself alive while he is doing his work as receiver."—*DAVEY v. SCARF* (Farwell, J., Nov. 10, 1905) (1906, 1 Ch. 55).

English Company Trading Abroad—Shareholder Liable for Debts by Foreign Law—Non-liability in English Courts.—The Court of Appeal has affirmed the very sensible decision of Kennedy, J. (1905, 1 K. B. 304), that where a company registered in this country with limited liability incurs debts in a country whose laws impose on the shareholders of every company, wherever registered, liability for debts incurred in that country, a shareholder cannot be personally sued in this country for such debts.—*RISDON IRON AND LOCOMOTIVE WORKS v. FURNESS* (C.A., Nov. 10, 1905) (1906, 1 K. B. 49).

Officer—Falsification of Accounts.—The decision in *Reg. v. Stuart* (1894, 1 Q. B. 310) established that a director of a limited company, who was employed as a servant to collect money for the company, could be convicted of embezzlement as a "clerk or servant" of the company under section 68 of the Larceny Act, 1861. That section does not mention "officers" or "companies," but it does mention the "master or employer." Section 1 of the Falsification of Accounts Act, 1875, applies to "any clerk, officer, or servant, or any person employed or acting in the capacity of a clerk, officer, or servant"; and refers to his "employer." The section would, therefore, seem to apply to directors and other officers of a company. It seems that the section does not apply to the cases of false entries in accounts belonging to the employed and which are not the property of or possessed by the employer—and this, apparently, although the entries are made with the intention to defraud. Section 84 of the Larceny Act, which expressly applies to directors, seems to be wider in its scope.—*REX v. PALIN* (C.C.R., Nov. 9, 1905) (1906, 1 K. B. 7).

Director—Qualification Shares to be Held "in His Own Right"—Income Tax on Fees—Meeting Summoned by de facto Directors—Ratifying Acts of Directors in Contravention of Articles—Notice of Meeting of Shareholders.—The case before us bristles with points of company law. (1) Where a director's qualification is the holding of shares "in his own right," he is not duly qualified if he is only registered as "A. B., liquidator of the C. Co." (2) In the absence of special words to that effect in the articles of association, a director must not be paid his fees free of income tax. (3) Resolutions

passed at a meeting of shareholders summoned by *de facto* directors are not invalidated by reason of the fact that there was an irregularity in the constitution of the board. (4) Where qualification and remuneration of directors are fixed by the articles, acts done in contravention of these provisions—inasmuch as they are parts of a contract by the company—cannot be ratified by the company in general meeting; a special resolution altering the articles is required. (5) A notice, insufficient of itself by omitting to refer to special business, may be supplemented by an accompanying report of the directors. Some of these holdings may require reconsideration.—*BOSCHOEK PROPRIETARY CO. v. FUKK* (Swinfen Eady, J., Dec. 21, 1905) (1906, 1 Ch. 148).

Cases of the Week.

House of Lords.

SAMUEL AND ANOTHER (TRADING AS P. SAUNDERS) v. NEWBOLD.
17th July.

MONEY-LENDERS ACT—RE-OPENING OF TRANSACTIONS—EXCESSIVE INTEREST—HARSH AND UNCONSCIONABLE TRANSACTION—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. c. 51), s. 1 (1) (2).

Appeal from an order of Court of Appeal (Vaughan Williams, Romer, and Cozens-Hardy, L.J.J.) (53 W. R. 162; 1905, 1 Ch. 260). The appellants (the plaintiffs in the action), a firm of money-lenders, sought to recover from the respondent, the executor of Mr. H. T. Alton (who died on the 18th of November, 1903), the balance due on a promissory note for £3,300 given to the appellants by Alton on the 3rd of October, 1903, in respect of a loan of £2,000 with £1,300 interest. The whole debt was payable by monthly instalments of £275, only one of which had fallen due, and been paid, before Alton's death. There was a condition that if any instalment should be in arrear the whole balance should immediately become payable. The respondent had refused any further payment except on the footing of a loan of £2,000 with 10 per cent. interest, but this was refused. There had been a previous loan, and the various circumstances were referred to at some length by the Lord Chancellor. Both Kekewich, J., and the Court of Appeal held that the Money-lenders Act, 1900, applied, and held that the appellants were only entitled to £2,000, the money advanced, with 10 per cent. interest. It appeared that Alton was a wealthy man, but owing to his habits liable to be imposed upon.

THE HOUSE (LORDS LOREBURN, L.C., MACNAGHTEN, JAMES, ROBERTSON, and ATKINSON) affirmed the decision of the Court of Appeal.

LORD LOREBURN, L.C., after going through the facts, said that the plaintiffs were fully aware from the report, which they got from an inquiry agency, if not from their own knowledge, that Mr. Alton was a man of substance, and that they were running no unreasonable risk in granting credit to the extent named. A man named Sagar, by whom Mr. Alton had been introduced to the plaintiffs, had for years done business for them on commission, and was a co-adventurer with them in this transaction. Under the Money-lenders Act, 1900, s. 1, sub-section 1, a court could re-open a transaction and take an account between the money-lender and the person sued upon two conditions. The first was that the interest charged was excessive. There could be no doubt that it was excessive under the circumstances in this case. The second condition was that the transaction "is harsh and unconscionable or is otherwise such that a court of equity would give relief." It has been contended that the court could not look at the simple point whether the transaction "is harsh and unconscionable," but that the language immediately following qualified the meaning of the words quoted. It was said that it was not enough if the transaction was harsh and unconscionable unless it was so in the sense in which courts of equity were said to have applied that language in granting relief to expectant heirs and others in a like situation. In my opinion that contention cannot be maintained. The section means exactly what it says, that if there is evidence which satisfies the court that the transaction is harsh and unconscionable, using these words in a plain sense, the court will re-open it, provided, of course, that the case meets the other conditions required. We are asked to say that an excessive rate of interest could not of itself be evidence that it was so. I do not accept that view. Excess of interest or charges may of itself be such evidence, particularly if unexplained. It seems to me that the policy of this Act was to enable the court to prevent oppression, leaving it to the discretion of the court to consider each case on its merits. The other noble and learned lords agreeing, the decision of the Court of Appeal was affirmed and the appeal dismissed.—COUNSEL, *Uppohn, K.C.*, and *Hohler*; *P. O. Lawrence, K.C.*, and *M. Macnaghten*. SOLICITORS, *B. Barnett*; *Fowler & Co.*

(Reported by C. H. GRAFTON, Esq., Barrister-at-Law.)

Court of Appeal.

NORTH-EASTERN MARINE ENGINEERING CO. v. LEEDS FORGE CO.
No. 2. 23rd July.

PATENT—REMEDY—DECLARATION OF INVALIDITY—DECLARATION OF NON-INFRINGEMENT—EXPIRATION OF LETTERS PATENT—PETITION FOR REVOCATION—B.S.C. 1883, XXV. 5.

Appeal from the judgment of *Joyce, J.*, in an action which came on for argument upon points of law involved in the pleadings. The defendants

were assignees of certain letters patent which had expired prior to the commencement of the present action. In March, 1900, they commenced an action against Deighton's Patent Flue and Tube Co. and obtained judgment for infringement of their patent. The question of the validity of the patent was not tried. The judgment was affirmed in the House of Lords on appeal. The present plaintiffs had purchased the patented article from Deighton's Patent Flue and Tube Co. and in 1901, 1902, and 1904 the defendants wrote letters to the plaintiffs in respect of such purchases threatening proceedings. In June, 1904, they did in fact commence proceedings for infringement, but eventually the action was abandoned. The plaintiffs thereupon brought their present action, and for the purpose of the present appeal claimed (1) a declaration that the letters patent were invalid at the date thereof, and were so continuously down to the date when the term for which they were granted had expired. (2) A declaration that the plaintiffs had not infringed any legal rights of the defendants. Ord. 25, r. 5, of the Rules of the Supreme Court provides: "No action or proceeding shall be open to objection, on the ground that a merely declaratory judgment or order is sought thereby, and the court may make binding declarations of right whether any consequential relief is or could be claimed or not." *Joyce, J.*, held that the action was not maintainable, inasmuch as no legal right of the plaintiffs had been infringed, and the relief asked for was a declaration of the invalidity of letters patent which had expired. He expressed the opinion that the proper remedy was by petition for revocation under section 26 of the Patents, Designs, and Trade-Marks Act, 1883. On appeal, counsel for the appellant said that application had been made twice to the Attorney-General for his *fiat*, but it had been refused on the ground that, the patent having expired, there was nothing to revoke.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.J.J.) dismissed the appeal, but were unanimously of opinion that the mere fact that letters patent had expired was no reason why a petition for revocation of the letters patent should not be filed. They expressed no opinion whether, under the special circumstances of the present case, the Attorney-General's *fiat* ought to go.—COUNSEL, *Atsbury, K.C.*, and *J. C. Graham*; *Bosfield, K.C.*, *A. J. Walter*, and *Colefax*. SOLICITORS, *Vincent & Vincent*, for *Day & Yeodall*, Leeds; *J. H. & J. Y. Johnson*, for *Carter, Ramsden, & Carter*, Leeds.

(Reported by MAURICE N. DRUQUER, Esq., Barrister-at-Law.)

High Court—Chancery Division.

THE PATENT WOOD KEG SYNDICATE (LIM.) v. PEARSE AND OTHERS.
Buckley, J. 20th July.

COMPANY—DIRECTORS—IRREGULARITY IN APPOINTMENT—MEETING CALLED BY REQUISITION—SIGNATURE BY ONE OF JOINT HOLDERS OF SHARES—EFFECT OF COMPANIES ACT, 1900 (63 & 64 VICT. c. 48), s. 13.

Motion. This was a motion to set aside and take off the file a notice signed by Messrs. Swepstone & Stone stating that they had been appointed to act as solicitors of the plaintiffs, and also a notice of discontinuance of action subsequently given by such solicitors on the ground that they were not retained or authorized to act as solicitors for the plaintiffs in the said action. The company was incorporated in 1903 with a capital of £30,000, divided into 30,000 shares of £1 each, all of which were issued. An action was brought against the defendants, who were vendors of certain property to the company, for an account of the profits earned by them on such sale, and for damages and other relief. The writ was issued on the 16th of March, 1906, and on the 9th of May, 1906, the statement of claim was delivered. On the 18th of April, 1906, requisitions contained in four documents were left at the registered office of the company requiring the directors to convene a meeting for the purpose of passing certain resolutions therein mentioned. The requisitionists held in the aggregate 3,106 shares of the company, of which 1,000 stood in the joint names of McNair and Golding, one of whom only signed. The directors not having complied with the requisition, the meeting was in due course convened by the requisitionists themselves, and held on the 31st of May, 1906. At the meeting the chairman of the company, who attended as a shareholder, made a statement to the effect that the meeting was irregularly convened, and that the resolutions would be invalid. The short substance of the resolutions was as follows: To release the vendors to the company from all claims in respect of profits on the sale by them to the company of certain patent rights and property; to express disapproval of the above-mentioned action, with an instruction to the directors to discontinue the same; to call on the directors who had commenced such action to retire; to increase the number of directors to six, and to appoint as directors three persons named "or such other person or persons as the company may think fit." The said resolutions were submitted in the first instance separately to the meeting, and were carried on a show of hands. Thereupon a poll was demanded on each resolution separately, but one poll only was taken for all the resolutions. At a meeting of the directors appointed in accordance with the resolutions, on the 15th of June, 1906, Messrs. Swepstone & Stone were appointed solicitors to the company and were instructed to give notice of discontinuance of the said action in accordance with the resolution passed on the 31st of May. The plaintiffs submitted that the meeting had not been properly convened. Section 13 of the Companies Act, 1900, provided that the directors should, on the requisition of the holders of not less than one-tenth of the issued capital of the company, forthwith convene an extraordinary general meeting of the company, but the signature of one of two joint holders was not a valid signature in respect of the joint holding and could not be taken into account, so that the number of signatures would fall below the required amount, being only 2,106 out of 30,000. The resolutions were therefore invalid. To appoint three named persons or

such other persons as the company might think fit as directors was no appointment at all. The control of the company could not be taken out of the hands of the directors by an ordinary resolution: *Automatic Self-Cleaning Filter Syndicate Co. (Limited) v. Cunningham* (50 SOLICITORS' JOURNAL 359; 1906, 2 Ch. 34). The new directors, not having been validly appointed, could not effectively appoint new solicitors, and the notice of change of solicitors and of discontinuance of action must come off the file. For Messrs. Swepstone & Stone it was urged that they were protected under article 71 of Table A, as they had acted on the instructions of the directors, who, as far as they knew, were legally and properly appointed. The notice of discontinuance given by them operated as between the company and its members: *Dunson v. African Consolidated Land and Trading Co.* (42 SOLICITORS' JOURNAL 45, 46 W. R. 132; 1898, 1 Ch. 6). The meeting of the 31st of May was properly summoned; ten joint holders of one share must be taken to mean ten members of the company. The defendants in the original action submitted that a decision of the court on this motion could not bind the new directors, as they were not parties.

BUCKLEY, J.—The relief asked for on this motion rests on the determination of the question whether Messrs. Swepstone & Stone, who purported to give notice of change of solicitors and of discontinuance of action on the 16th of June, 1906, were properly appointed. To determine this you must decide whether Messrs. Chapman, Smith, and Bryden were or were not appointed directors of the company at the meeting of the 31st of May. They are not here and it is difficult to decide the matter in their absence. The facts are these: There were three directors, one of whom was abroad, a certain requisition was signed and acted on, a meeting purported to be called at which certain resolutions are said to have been passed appointing Messrs. Chapman, Smith, and Bryden directors of the company in the place of the existing directors, who were called on to resign. The result of this appointment of new directors was that new solicitors were appointed, and notice of such appointment and of discontinuance of action was forthwith given. The plaintiffs say these notices are of no effect. On the question as to the appointment of new directors Mr. Gore-Browne is right. The requisition was signed by shareholders representing 3,106 shares, a number which, if substantiated, would be effective under section 13 of the Companies Act, 1900. As to a 1,000 of these, however, they were registered in the joint names of Golding and McNair, and only the latter signed. Golding was abroad and could not sign. The point to be decided is whether, where a requisition is to be signed by joint holders, it can satisfactorily be done by one of them. I think it cannot. Let us assume that shares are held by A., B., C., and (D. and E.), a requisition signed by all these shareholders must include both D. and E. Table A contains certain provisions as to what one of the joint holders may do; thus article 1 as to receipts, article 46 as to votes, and article 96 as to notices. All other things must be taken to be excluded, thus the signing of a requisition. The company has adopted Table A for its articles, therefore I hold there was no valid requisition. A further question, arises as to the appointment of the new directors. Notice of resolution had been given that three named persons or such other person or persons as the company might think fit be appointed directors of the company. Assuming it to be a good notice, it was to be expected that either the persons named or some other person would be appointed at the meeting. As the resolution, however, was passed in the terms in which it had been framed, there was no appointment made. With regard to the resolutions themselves which were put to the meeting, they dealt with distinct matters, and a poll ought to have been taken on each. It was, in fact, so demanded after the resolutions had been successively put to the meeting and carried. The poll, however, was taken of all the resolutions *en bloc*, the effect being that the shareholders had to vote either for all or none. This was not a valid poll. I hold that there was no proper appointment of directors, and that the notice of change of solicitors and of discontinuance of the action was bad, and I direct that such notices be taken off the file, and that Messrs. Swepstone & Stone pay the costs of the motion.—COUNSEL, *Gore-Browne, K.C.*, and *Ribton; Buckmaster, K.C.*, and *Sheldon; Christopher James. SOLICITORS, Woodbridge & Sons; Swepstone & Stone; Stubbard, Gibson, & Co.*

[Reported by EDWARD J. M. CHAPLIN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

THE KING v. ALBERT GIROD AND EUGENIE FOUGERE GIROD.
C.C.R. 21st July.

CRIMINAL LAW—CHARGE OF STEALING ARTICLES FROM SHOPS—NO DIRECT EVIDENCE THAT THE ARTICLES FOUND AT THE PRISONERS' HOUSE AND IDENTIFIED HAD BEEN STOLEN—EVIDENCE WHICH MIGHT SUPPORT A CHARGE OF RECEIVING STOLEN GOODS TENDERED—SUCH EVIDENCE RIGHTLY ADMITTED, BUT THE JUDGE OUGHT TO HAVE DIRECTED THE JURY TO HAVE DISREGARDED IT, THE PRISONERS BEING CHARGED WITH LARCENY—INSUFFICIENCY OF EVIDENCE TO SUPPORT CONVICTION.

In this case Madame Fougère and her husband had been tried at Clerkenwell in May last and were convicted of shoplifting upon an indictment preferred by Messrs. Lewis & Allenby (Limited), other indictments by other tradesmen being postponed. The defendants were of French nationality. The charge proceeded upon was that of stealing an article of underclothing, and when arrested, Madame Fougère offered to pay for it, as she said it came into her possession by accident, having got concealed in her muff. In the course of the hearing evidence was tendered in regard to articles said to have been stolen from other shops—namely, from Messrs. Peter Robinson and Messrs. Dickens & Jones. Objection was taken to this evidence, but the chairman admitted

it. The questions left for the opinion of the court were: (1) Whether at the time the case for the prosecution was closed there was evidence to go to the jury against the man; (2) whether the evidence with regard to the charges of stealing a red leather belt from Messrs. Dickens & Jones (Limited), and a crêpe de chine blouse from Peter Robinson (Limited) was improperly admitted; (3) whether that evidence, if rightly admitted, ought or ought not to have been afterwards withdrawn from the jury; and (4) whether if the man was guilty the wife ought to be acquitted, the law presuming in the case of husband and wife that the latter acted under his coercion. The blue blouse, it seems, was identified by saleswomen at Peter Robinson's as having been the property of that firm, whose name was on it. The female defendant, who was accompanied by her husband, had bought a large number of articles at that shop, and had been served by different assistants, and it was said that the particular blouse in question had not been sold to her. It was admitted that in addition to the witnesses called many other saleswomen were employed in the shop; and a number of receipted bills were produced in regard to articles which had been purchased at Peter Robinson's by the female defendant. Evidence was also given by assistants at Messrs. Dickens & Jones's. Both the defendants went into the witness box and denied that there been any theft. Madame Fougère, who was said to be earning £30 a week at music-halls, deposed that the article was taken away in mistake, and that it was a "big accident," and that she had intended to return it, on her husband's advice, but that she had not had time to do so. A music-hall manager gave evidence that Mon. Fougère usually earned from £40 to £80 a week, and bore a good reputation. He also said that although Madame Fougère was paid her salary on Saturday, she would frequently be without means on Monday and apply to him for a loan. The chairman of the quarter sessions left the evidence as to the blue blouse to the jury, who returned a general verdict of guilty upon the whole indictment against both defendants, but in consequence of the hysterical state of Madame Fougère sentence on her was postponed. Later an application to state a case was made, and a case was stated in which several points were raised. The majority of these points, however, were not argued, the validity of the conviction turning on whether the evidence as to the alleged theft of the blue blouse was properly admitted, and even if properly admitted, whether it should not have been withdrawn from the jury in view of the inconclusive nature of the evidence, the evidence, it being submitted, at the highest being only consistent with a charge of receiving. The case having been read, counsel for the defendants submitted that there was no evidence of theft and there ought to have been a question put to the jury whether either of the defendants when the property was received knew it was stolen. [KENNEDY, J.—There appears to be no evidence that the blue blouse was stolen by anybody.] Assuming that the evidence was in the first place properly admitted, the jury ought to have been decided to disregard it, because it was of an inconclusive character. Counsel for the prosecution having heard on the question whether the evidence as to the blue blouse ought to have been left to the jury,

THE COURT gave judgment.

LORD ALVERSTONE, C.J., said they were of opinion that the conviction could not stand. It was essential in order to support the conviction that there should be evidence of theft—in short, evidence that the property had been stolen. At the utmost the evidence tendered by the prosecution amounted to this: that the blue blouse was at Peter Robinson's at one time and two shopwomen deposed to not having sold it to Madame Fougère and to the fact that she had frequently been in the shop and had bought a number of things there at different times. They said, moreover, that the blouse had not been missed, and when it was found it was not hidden or concealed in any way that was suspicious, but was found lying behind a dressing table in the lady's room. No receipt for the price of the blouse could be produced, but it had been held over and over again that the non-production of a receipt was not evidence that an article had been stolen. The evidence was insufficient to support the conviction. He thought the judge was justified in admitting the evidence when tendered, but he was wrong in not directing the jury to disregard it when giving their verdict. The question, therefore, whether the evidence should have been withdrawn must be answered in favour of the prisoners, and the result of that would be that the conviction would be quashed.

The other members of the court (KENNEDY, DARLING, WALTON, and A. T. LAWRENCE, JJ.) concurred. Conviction quashed accordingly.—COUNSEL, *George Elliott and Basil Watson; W. H. Lyeester. SOLICITORS, J. Barrington Matthes; Nordau de Freese & Drury.*

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

The estate duty payable in respect of Lord Grimthorpe's estate is stated to be over £168,000, and there will also be legacy duty of 3 per cent. to 10 per cent. payable on the whole of the estate. There are twenty-four codicils to the will.

The twenty-third conference of the International Law Association will take place at Berlin from Monday, the 1st of October, to Friday, the 5th of October, both days inclusive. Dr. Koch, president of the Imperial Bank of Germany, will preside. Papers on international arbitration, neutrality, territorial waters jurisdiction, exemption of private property at sea, pauper foreign litigants, jurisdiction of divorce, and other subjects will be contributed at the conference by Mr. Justice Kennedy, Mr. Justice Phillimore, Mr. Justice Walton, Dr. Evans Darby, secretary of the Peace Society, Sir Thomas Barclay, Dr. Von Martitz, Professor of International Law at Berlin University, M. Gaston de Laval, Mr. J. E. R. Stephens, Dr. F. Sieveking, Dr. Niemeyer, and others.

Societies.

Provincial Meeting of the Law Society.

The Council have accepted an invitation from the Manchester Incorporated Law Association to hold a provincial meeting this year in Manchester. It will accordingly be held in that city on Tuesday and Wednesday, the 9th and 10th of October next, and the proceedings will, it is expected, be as follows:

Monday, the 8th of October.—Visitors will arrive in Manchester, and the Right Honourable the Lord Mayor of Manchester will receive them in the evening at the Town Hall, and hold a reception.

Tuesday, the 9th of October.—Members will meet in the Mayor's Parlour at the Town Hall at 11 a.m., when the Lord Mayor will take the chair, and having welcomed the members attending the meeting will vacate the chair. The President of the Law Society will then deliver his address. This will be followed by the reading and discussion of papers contributed by members of the society. The meeting will adjourn from 1.30 to 2.30 for luncheon at the Midland Hotel, and will close at 4.30. In the evening there will be the banquet, which will be held at the Midland Hotel. Tickets will be 25s. each.

Wednesday, the 10th of October.*—The meeting will be resumed at 11 a.m., when the reading and discussion of papers will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon as on the previous day, and will close at 4.30.

In the evening members will be invited by the Manchester Incorporated Law Association to performances at the Theatre Royal and Prince's Theatre.

Thursday, the 11th of October.—Excursions have been arranged to Chatsworth and on the Manchester Ship Canal. In the evening the Council of the Manchester University are giving a conversation at the University Buildings on the occasion of the visit of the Classical Society. Invitations will be sent to those members of the Law Society who are attending the provincial meeting.

Arrangements are also being made for members to visit public buildings, works, and other places of interest in the neighbourhood.

Arrangements will also be made for a limited number of gentlemen to play golf at some of the golf links in the neighbourhood.

Each member will be entitled to take a lady to the above entertainments and excursions except the dinner.

Should you propose to attend the meeting, I shall be obliged if you will signify your intention, on or before the 24th day of August, to Mr. A. E. Paterson, Haworth's-buildings, 5, Cross-street, Manchester, honorary secretary of the Reception Committee, stating whether you will be accompanied by a lady. The hon. secretary will then send you further particulars and information as to hotels.

The Council will be glad to receive communications from members willing to read papers at the meeting.

Should you contemplate favouring the Council with a paper, I am desired to ask you to let me know the subject of it on or before the 24th of August. The Council will then consider the subjects proposed, and select such as they consider are the most suitable for discussion at the meeting, and will intimate their opinion to members in time to enable them to prepare their papers.

Those members whose papers are not among those selected may, nevertheless, prepare and submit them, and they will be read and discussed should the time at the disposal of the meeting suffice.

Subject to the control of the President of the Law Society, each member attending the meeting will be at liberty to speak and vote upon any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the Council to take the subjects of such resolutions into their consideration.

E. W. WILLIAMSON, *Secretary*.

Gloucestershire and Wiltshire Incorporated Law Society.

The annual general meeting of the above society was held at Ayliffe's Hotel, Dursley, Glos., on Wednesday, the 18th of July. The members present included Mr. H. J. Francillon (Dursley), president; Mr. R. G. Francis (Stow-on-the-Wold), vice-president; Messrs. W. G. Gurney, R. McLaren, W. H. Mellerah, J. B. Winterbotham (Cheltenham), E. W. Kendal (Bourton-on-the-Water), E. B. Haygarth, R. J. Mullings, H. St. G. Rawlins (Cirencester), F. H. Bretherton (Gloucester), A. J. Morton Ball, R. H. Smith, W. Warman (Stroud), B. H. Penley, J. G. Wenden (Dursley), H. Goldingham (Wotton-under-Edge), and Herbert H. Scott (hon. sec.).

Mr. R. G. Francis, of Stow-on-the-Wold, was elected president, and Mr. A. E. Smith (Nailsworth) vice-president for the ensuing year, and it was arranged that the next annual meeting of the society should be held at Stow-on-the-Wold. Messrs. A. J. Hitchman (Fairold), Francis H. Bretherton, T. Hannan-Clark, A. L. Lane, and G. T. Wellington (Gloucester) were elected members of the society.

In the afternoon the members drove to Boxwell Court, where they were hospitably entertained by the Rev. Osmond C. Huntley, and greatly enjoyed an inspection of the historic house and the famous Box Wood.

The society, which was established in 1817 and incorporated in 1884, has now a membership of 128 solicitors practising in Gloucestershire and Wiltshire.

* The Annual General Meeting of the Solicitors' Benevolent Association will be held at the Town Hall on Wednesday, the 10th of October, at 10 a.m.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—JUNE, 1906.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

(In the opinion of the Committee the standard attained by the candidates does not justify the issue of any First Class List.)

SECOND CLASS.

[In Alphabetical Order.]

Humphrey Edward Gibson Bartlett, M.A. (Oxon.), who served his clerkship with Mr. Jeffery Edwards Michelson, of the firm of Messrs. Ford, Lloyd, Bartlett, & Michelson, of London.

Harold Montagu Blaker, who served his clerkship with Mr. Montagu Spencer Blaker, of Lewes.

Sydney George Cox, B.A., LL.B. (Victoria), who served his clerkship with Mr. Henry Harwood, of Manchester.

Samuel Owen Edwards, who served his clerkship with Mr. Theodore Christophers, of Henley-in-Arden.

Leslie Harvey, who served his clerkship with Messrs. Soames, Edwards, & Jones, of London.

Roland Hollick, who served his clerkship with Mr. Sylvester Richard Maaser, of Coventry; and Messrs. Sharpe, Parker, & Co., of London.

George Oswald Hughes, who served his clerkship with Mr. Joseph Henry Bate, of Wrexham; and Messrs. Kennedy, Ponsonby, & Ryde, of London.

Arnold Duncan McNair, who served his clerkship with Mr. James Ballantyne, of London.

Frederick Stancliffe Stancliffe, B.A. (Oxon.), who served his clerkship with Mr. George William Fox, of the firm of Messrs. A. & G. W. Fox, of Manchester.

Raymond Wybrow Woods, who served his clerkship with Messrs. Collins & Woods, of Swansea; and Messrs. Field, Roscoe, & Co., of London.

THIRD CLASS.

[In Alphabetical Order.]

Bertram Walter Arnold, who served his clerkship with Mr. Henry Lewis Arnold, of the firm of Messrs. Hicks, Arnold, & Mozley, of London.

George Arthur Baker, LL.B. (Vict.), who served his clerkship with Mr. James Brooks, of Stockport.

Norman Frederick Becher Bingham, who served his clerkship with Mr. Henry Ashton Henderson and Mr. Malcolm John Henderson, both of the firm of Messrs. Shaen, Roscoe, Massey, & Co., of London.

John Arnold Brierley, who served his clerkship with Mr. Richard Redfern, of Oldham.

Norburn James Craven, who served his clerkship with Mr. James Craven, of Preston.

Charles Glennie De Rougemont, who served his clerkship with Mr. Reginald Wilson Pearless, of the firm of Messrs. Pearless & Sons, of East Grinstead.

George Strachan John Fuller Eberle, B.A. (Oxon.), who served his clerkship with Messrs. Bevan, Hancock, & Boucher, of Bristol; and Messrs. Maples, Teesdale, & Co., of London.

Ernest Arthur Enfield, who served his clerkship with Mr. Henry Houghton Enfield, of Nottingham; and Messrs. Field, Roscoe, & Co., of London.

John Edward Freeman, B.A., LL.B. (Camb.), who served his clerkship with the late Mr. John Crick Freeman, and Mr. Alfred William Freeman, both of Maldon.

Arthur Roberts Gardner, who served his clerkship with the late Mr. Frederic Johnson, and Messrs. Smith & Payne, of Faversham.

Thomas Norman Gilbert, LL.B. (Lond.), who served his clerkship with Mr. Walter Francis Jackson, of Leicester; and Mr. Benjamin Wilkinson, of London.

Hugh De Fylton Mackie, who served his clerkship with Mr. John William Bolton, of the firm of Messrs. Bolton & Davidson, of Bristol.

Frank Parsons, who served his clerkship with Mr. David Johnstone, of Bristol.

Hugh Pettitt, B.A., LL.B. (Camb.), who served his clerkship with Mr. Maurice Pettitt, late of the firm of Messrs. Frederick Walker & Pettitt, of London.

Eric West Scorer, who served his clerkship with Mr. Charles Scorer, of the firm of Messrs. Burton, Scorer, & White, of Lincoln; and Messrs. Page & Scorer, of London.

John Harold Simpson, LL.B. (Victoria), who served his clerkship with Mr. J. Harvey Simpson, of Manchester; and Mr. A. E. Paterson, of the firm of Messrs. Denny & Paterson, also of Manchester.

Stephen Minshull Walley, LL.B. (Vict.), who served his clerkship with Mr. Charles Henry Pedley, of Crew; and Messrs. Woomam & Smith, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:

Mr. Hughes and Mr. Ion Buchanan Pritchard, M.A. (Camb.), in the opinion of the Council being equal in merit, the Council have awarded to each of them a John Mackrell Prize—value about £12 each.

Mr. Pritchard, who was unclassified, served his articles with Messrs. Sharpe, Parker, & Co., of London.

One hundred and fifty-four candidates gave notice for the examination.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 4th and 5th of July, 1906:

Abell, Robert Jasper	Leonard, Thomas John
Abraham, Montague George	Lewis, Edward Thomas
Andrews, Lancelot Frederick	Lewis, William Lester
Ashton, Henry Oswald	Lloyd, Edmund Commeline
Austin, Cecil Walter	Maiben, Harry Golbeck
Ballantyne, James Allan	Marks, Henry Neville
Bancroft, George Raymond Beeston	Marsh, Duncan
Bartlett, Reuben Charles	Marsland, Bertram
Bates, Norman Malcolm	Melly, Reginald Ernest
Bewes, Harry Theodore	Mercer, Philip William
Bishop, Samuel	Miskin, Charles Leonard
Blackburn, Edward Archibald Rob-	Morshead, John Trelawny
son	Owen, Henry Lettwich Haddon
Bonnor-Maurice, Trevor Jenan	Palmer, William Victor
Bostock, Neville	Parkinson, Arthur Masheder
Bradshaw, Gilbert Howard	Pennington, John
Brown, Douglas Shipley	Poppleton, Bernard Eyre
Buckley, Edmund Cecil Gladstone	Porter, Royden Spencer Bayspool
Clapperton, James Henry	Richardson, Sydney Owen Bellerby
Clement-Davies, Cecil Vincent	Roberts, Douglas Rosser
Crompton, Alfred	Rubinstein, Harold Frederick
Crowe, Charles Gilbert Ash	Rubinstein, Stanley Jack
Davies, William (Llanelly)	Rushbrooke, Lancelot Arthur
Davies, William (Worthing)	Sampson, John de la Heye
Ecroyd, William Henry	Sargent, Frank Leyden
Edmondson, Harry	Sinclair, Algernon Ronald Tolle-
Edwards, Edgar Maurice	maoche
Fisk, George William Victor	Solomon, Herbert
Franks, William Henry	Stephenson, Percy Harold
Greenwood, John Turner	Stevens, William Lionel
Hare, Evan Alfred Amyas	Stocker, Gordon List Trelawney
Harrison, Clifford	Streetfield, Newton
Harrison, D'Esney William	Taylor, Albert Cecil
Henahaw, James Edward	Tolhurst, Alfred Buckland
Hobson, William Anthony	Trewhitt, Stephen Cornell
Holmes, Eric Richard Hanby	Tyrer, William Henry
Houchen, John Beauchamp	Upson, Dudley Mortimer
Huxtable, Charles Hubert Anthony	Villar, Philip Lovibond
John, Hubert Edward	Waite, Thomas Henry
Kent, William Henry	Ward, David Leslie
Kerr, Malcolm Colin	Williams, Walter Levi
Knowles, Henry	Wood, Henry Percy
Lawrence, Clement George	Worlock, Montague Henry de
Leggatt, Clifford	Marsac Mathew

Certificates of distinction in respect of the work of the Second Term, 1906, have been awarded as follows:

FINAL STUDENTS.

LAW OF CONTRACT.

Mr. J. F. Chadwick, articled with Mr. W. H. Talbot, of Kidderminster.
Mr. F. A. Carlton-Smith, formerly articled with Mr. W. G. Snowdon
Gard, of 2 Gresham-buildings, E.C.

ADMIRALTY LAW AND PRACTICE.

Mr. Ivor Evans, B.A., articled with Mr. Evan Evans, of Aberystwyth.
Mr. A. D. S. Rogers, LL.B., articled with Mr. F. W. Darch, of 20,
Eastcheap, E.C.
Mr. B. A. Schooling, articled with Mr. William Gamble, 142, Holborn-
bars, E.C.
Mr. Herbert Taylor, articled with Mr. W. H. Martin, 15, King-street,
E.C.

VENDORS AND PURCHASERS OF REAL ESTATE.

Mr. G. Gavan Duffy, articled with Mr. H. T. Birks, 4, Bedford-row,
W.C.
Mr. B. A. Schooling, articled as above.

INTERMEDIATE STUDENTS.

THINGS REAL.

Mr. E. L. Burgin, articled with Mr. E. L. Burgin, 3, Gray's-inn-square,
W.C.
Mr. S. V. Gibson, articled with Mr. E. M. Gibson, 3, Queen-street,
Cheapside, E.C.

ACCOUNTS AND BOOK-KEEPING.

Mr. R. A. Dunstan, articled with Mr. W. P. Young, 24, Ely-place, E.C.

THE NEW EDUCATIONAL SYSTEM.

Report on the working of the new educational system inaugurated by the society in July, 1903, adopted by the Council, the 6th of July, 1906:

1. The close of the third session of the new educational system presents a suitable opportunity for reviewing the progress of the work, and of describing generally the recent achievements of the society in the matter of legal education. The subject falls naturally into two parts, one dealing with the direct educational work of the society itself, conducted at or from the society's hall, the other dealing with the measures adopted by the society for promoting legal education in the provinces.

A. The Society's Own Teaching.—2. The teaching directly undertaken

by the society is based upon the lines laid down in the report of the old Legal Education Committee, which, under the chairmanship of Sir Albert Rollit, then President of the society, considered the subject at great length in the years 1902 and 1903, and whose report was adopted by the Council on the 27th of March, 1903. This report recommended the appointment of a permanent Legal Education Committee, a majority of which should consist of members of the Council, but which should also comprise other members of the society, as well as representatives of other bodies interested in legal education, and of law students. It also suggested the appointment of a principal and director of legal studies, who should have (subject to the control of the Council and the committee) the general superintendence, direction, and conduct of the legal educational work of the society, should himself give instruction by lectures or otherwise, should be accessible to students at specified times to advise them on the course of their studies and generally, and to test the progress of students by papers and oral examination. The report also recommended the appointment of readers or tutors, being practitioners, engaged to perform specific duties under the general directions of the principal. The objects of the scheme were stated to be the teaching of articled clerks, throughout their articles, in the principles and practice of the law, and to qualify them properly to pass the examinations of the society.

3. The first definite step taken in the execution of the report was the appointment, in July, 1903, of Mr. Edward Jenks, then Reader in English Law at Oxford and Law Tutor of Balliol College, a former Clifford's-inn Prizeman of the society, as Principal and Director of Legal Studies, and, shortly afterwards, of Dr. Montague Barlow and Mr. Robertson Dunlop as Readers, and Dr. Thomas Baty and Dr. E. B. Pymar as tutors. Dr. Baty was unfortunately prevented by illness from taking up his appointment; and his place was filled, in November, 1903, by the appointment of Mr. A. M. Latter. Dr. Pymar did not apply for re-appointment in the session 1904-5, and his place was filled by the appointment of Mr. Arthur Langridge, while at the same time (July, 1904) an additional tutor was appointed in the person of Mr. Andrewes-Uthwatt. In November, 1905, with the introduction of the new subject of accounts and book-keeping into the Intermediate Examination, Professor L. R. Dicksee, of Birmingham University, was appointed lecturer in that subject; and the rapid growth of the intermediate classes in the latter part of the year 1905 led to the appointment of a fifth tutor—viz., Mr. R. A. Wright, in January, 1906. All these gentlemen, with the exception of Dr. Baty and Dr. Pymar, are still members of the teaching staff.

4. Acting upon the lines laid down in the report of March, 1903, the principal has held himself responsible for the general working of the system, by conducting business correspondence, interviewing actual or prospective students, communicating notices to the press, preparing business for, attending and keeping the records of the Legal Education Committee, advising as to the appointment of the teaching staff, keeping a careful register of students and their attendances, making suggestions from time to time for the development of the system, presiding over meetings of the teaching staff, and generally doing the administrative work which is a necessary adjunct to the successful working of an educational system. He has also undertaken a considerable amount of personal instruction, by means of lectures, classes, personal interviews, terminal examinations, and correspondence. He has not placed any limit upon the time which he has devoted to the work. The other members of the staff have been engaged to perform definite duties, usually occupying about eight hours a week, exclusive of the time devoted to preparation for lectures and classes.

5. The next definite step in the execution of the report was the constitution of the Legal Education Committee in its permanent form. This step was taken by resolution of the Council on the 31st of July, 1903, when it was provided that the committee should consist of ten members of the Council, five representatives (being members of the Law Society) of provincial law societies, and two representatives (being also members of the Law Society) of London law students' societies, all to be appointed by the Council from time to time. In pursuance of this resolution the committee was duly constituted; it has held forty meetings, and it has exercised constant supervision over the working of the system.

6. In September of 1903 the work of the first session began. The general outline of the scheme adopted may be gathered from the following principles which have been in force throughout the whole period.

(a) A complete system of teaching in all the subjects required for the society's Intermediate and Final Examinations has been provided.

(b) The courses have been arranged in such a way that a student joining at the commencement of any term can cover the whole ground for the intermediate in six months, or the whole ground for the final in a year. The committee regards these as minimum periods; and those students whose circumstances permit of extending them, are encouraged to do so. For students taking their teaching in the minimum periods, the average attendance required is from six to eight hours a week during term time; for students who spread their teaching over longer periods, the weekly hours of attendance are fewer, averaging four, or even less, according to the number of subjects taken.

(c) The teaching is given at hours consistent with the due performance of office duties. The committee regards the combination of practical work and study as an essential of the system, and hopes to render it unnecessary for an articled clerk to ask for leave of absence from his office duties to prepare for his examinations, except, possibly, for a short time before his final. The society's lectures and classes are, therefore, held between 4 and 7 p.m., and so arranged that full advantage can be obtained by those who cannot attend before 5 p.m.

(d) In the character of the instruction, the committee has borne in mind the two-fold object set before it by the report of Sir Albert Rollit's Committee—viz.: the teaching of articled clerks,

throughout their articles, in the principles of law, and the preparation of them properly to pass their examinations. Thus the courses are arranged in systematic connection with the society's examinations; but the teachers always impress upon the students that passing the examinations should only be a test of a more important achievement, viz., the acquisition of a sound knowledge of law to fit them for their professional careers. In practice there has been little (if any) difficulty in reconciling these two ideals; and it is believed that the students appreciate the thoroughness with which the teaching is conducted.

(e) The method chiefly adopted by the teaching staff is a combination of the lecture and the personal conversation. In all the more important subjects, the students undergo a double process. A lecture of an hour is given, in which certain topics are carefully analyzed and set out in model form; and then, on a subsequent day, the same topics are discussed informally by the lecturer, or another member of the staff, with a small section of the students who have attended the lecture. These students bring their notes and ask questions of the teacher, so that all difficulties may be explained; and illustrations of the working of the principles laid down in the lecture are given. In order that this system may work satisfactorily, it is frequently necessary that a lecture audience should be broken up into four or five small groups for the purpose of class work. A specimen time-table is given which will illustrate the working of the system.

(f) For the purpose of testing the progress of students, examinations are held every term in all the subjects dealt with in that term. In order that no student may be deterred by nervousness from taking these examinations, no lists of results are published; but the work done in examination and class, and regular attendance at lectures, are recognized by certificates of distinction awarded at the end of each term, and by prizes awarded on the work of the whole year. These awards are published from time to time in the society's *Gazette*, and in the legal papers.

(To be continued.)

Legal News.

Changes in Partnerships.

Dissolutions.

EDWARD ALEXANDER COLLINS and SAM COOK, solicitors (Collins & Cook), 238, Edgware-road, London. June 30. The said Edward Alexander Collins will continue to practise at 238, Edgware-road aforesaid, and the said Sam Cook will continue to practise at 195, Edgware-road aforesaid.

RICHARD HENRY KING and HERBERT CHARLES BURRELL, solicitors (King & Burrell), 77, Gresham-street, London. July 21. Such business will be carried on in the future by the said Richard Henry King, at 77, Gresham-street, E.C., and by the said Herbert Charles Burrell, at 23, Bucklersbury, E.C. [*Gazette*, July 24.]

General.

The Bills of Exchange (1882) Amendment Bill was considered and read a third time in the House of Commons on the 18th inst.

It is stated that Mr. Rupert E. C. Kettle, who has been the Metropolitan police magistrate at the Greenwich and Woolwich courts since December, 1901, has resigned his position owing to ill-health.

Owing to the heavy calendar of prisoners at the Warwick Assizes Mr. Buzzard, K.C., left London on the 20th inst. to assist Lord Coleridge, K.C., the Commissioner of Assize, in disposing of the business.

A Missouri newspaper, according to the *Central Law Journal*, quotes this luminous notice, given by a collector of taxes: "All persons are hereby notified to pay their dog tax by the 1st of April, otherwise they will be killed."

The bust of Lord Cairns, which has been presented by his son, Earl Cairns, was put into position at the Royal Courts of Justice on the 20th inst. The bust, which has been executed by Mr. Bruce Joy, A.R.A., is placed at the western end of the North Court corridor, opposite that of the late Sir George Jessel.

The eleventh meeting of the Bankruptcy Law Amendment Committee was held on the 16th inst., at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Harry Lloyd Price, of Manchester, fellow, vice-president, and member of the council of the Incorporated Society of Accountants and Auditors, on behalf of the society.

On the 18th inst., in the House of Commons, the House went into Committee and considered a resolution empowering the salaries and expenses of the Department of the Public Trustee about to be constituted to be charged upon the Consolidated Fund. Mr. Hay asked for some idea of the number of officials to be engaged, and the approximate expenditure which would be sanctioned by the passing of this resolution. Mr. J. Henderson strongly protested against giving the Government a blank cheque in this way, without a single estimate being made of what this proposal would cost. The Public Trustee Department would prove a failure, yet it would cost the country, at a time when we were always preaching economy, at the very least £20,000 a year. On a division the resolution was carried by a majority of 150.

Mr. Campbell, the Unionist member for Dublin University, before a House of Commons Committee, says the *Evening Standard*, commented on the fact that often, when a case came before the Court of Appeal in Dublin it was found that the judge in the county court had taken no notes of the evidence. It was well known, he said, that on one occasion when the judge's note was submitted to the court it merely consisted of a caricature of one of the counsel.

At Willow Springs several years ago, says the *Central Law Journal*, two lawyers were engaged in the trial of a case before a justice of a peace who held court over a livery stable. Col. Watts on one side, and on the other one who was familiarly known as "Bill" Jones. While Col. Watts was engaged in his argument, an ass in the livery stable below struck up a loud and lively tune, drowning Col. Watts' voice, who stopped in the midst of his argument till the music died out below, and then turning to Jones, in a very impressive manner, Col. Watts inquired: "Mr. Jones, did you speak?"

At the Barnet Petty Sessions, on the 18th inst., says the *Times*, Nicholas Mori, driver to the United States Ambassador, was summoned for driving at thirty miles an hour on the Great North-road. The ambassador's chief clerk objected to the summons on the ground that by Act of Parliament the ambassadors and their domestics were exempted from legal process. Replying to Lord Enfield, a magistrate, the ambassador's clerk said, whether the ambassador's assented or not, the bench were precluded by Act of Parliament from dealing with the summons. The police, who said this was the first intimation that the defendant was the ambassador's servant, withdrew the summons.

At the quarterly general meeting of the members of the Middlesex North London Sessions Bar Mess, held recently at the Sessions House, Newington, the following resolution was unanimously passed—viz.: "That the members of this mess have experienced the greatest inconvenience in consequence of the court for the north side of the Thames sitting at Newington, and venture to urge upon the London Standing Joint Committee and the justices of London the need of pushing forward the work at Clerkenwell without delay; and that a copy of this resolution be sent to the London County Council, the justices for the County of London, the Standing Joint Committee, and the chairman and deputy-chairman of the court."

On Saturday last the Treasurer (Mr. W. T. Barnard, K.C.) and the Masters of the Bench of Gray's Inn entertained several of the judges and members of the legal profession at a luncheon in Gray's Inn-hall, to meet Lord Macnaghten (chairman of the Council of Legal Education) on the occasion of the opening of the new class-rooms and common rooms. Lord Macnaghten said that his first acquaintance with the society was devoid of any particular interest. More than fifty years ago he attended lectures at Gray's Inn, and he did not forget an incident which showed that the benchers of the inn in those days were very large-minded gentlemen. Besides providing the lectures, they also provided, at the entrance to Gray's Inn-hall, a bookseller, who, no doubt stimulated by the benchers, provided those about to attend the lectures with the most interesting set of novels that he ever read. Sometimes he was inclined to think that a certain levity of tone for which he was occasionally blamed was due to the way in which the benchers of his student days mingled instruction with pleasure. He was pleased to find that the contributions from Gray's Inn to the fund of the Council of Legal Education had so largely increased during the past few years. In conclusion he expressed a hope that the new class-rooms would prove of advantage to the four Inns of Court, and that the students would be greatly benefited by the lectures given in them.

At a dinner given by the Carpenters' Company to the Lord Chancellor and other judges, on the 18th inst., the Lord Chancellor, in replying to the toast of the "Legal Profession," suggested that it would probably be found more difficult and costly to the nation to dispense with the judges than with the Navy. In a sense the judges were a protection to society at large. He thought it was true that the City owed a great deal to the judicial bench and also to the bar of England. The City of London was the centre of the commerce of the world, and, if they could not rely with absolute certainty, not only upon the purity, but also upon the intelligence—or the comparative intelligence—of the gentlemen who were called upon to lay down the law on the complicated subjects connected with financial and industrial affairs, he was afraid that the trade of the City would suffer heavily. But if they owed something to the bench, he thought that the bench in history owed still more to the City of London. He spoke as an historical student. The city had always supported the judges when they had been doing their duty, and he believed that for hundreds of years they had been trying to do their duty. But that was not all. Upwards of 100 years ago—he would not specify the time more particularly—when through one cause or another the tone and turn of mind of the judicial bench were not what they were now, and did not harmonize with the true interests of this country, there were no firmer opponents of ill-conceived legal doctrines than the citizens of those days, and in the conflicts that took place the law, as it remained to-day, was what was desired by the city, and not what was then desired by his Majesty's judges.

TO EXECUTORS.—VALUATIONS FOR PROBATE.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W. Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[ADVT.]

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEBLE.	Mr. Justice FARWELL.
Monday, July.....	30 Mr. Carrington	Mr. King	Mr. R. Leach	Mr. Pemberton
Tuesday.....	31 Beal	Farmer	Godfrey	Jackson
Wednesday, Aug.....	1 Jackson	Farmer	R. Leach	Pemberton
Thursday.....	2 Pemberton	Farmer	Godfrey	Jackson
Friday.....	3 Godfrey	King	R. Leach	Pemberton
Saturday.....	4 R. Leach	Farmer	Godfrey	Jackson
Date.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINER EADY.	Mr. Justice WARRINGTON.
Monday, July.....	30 Mr. Groswell	Mr. Beal	Mr. W. Leach	Mr. Church
Tuesday.....	31 Church	Carrington	Theod	Groswell
Wednesday, Aug.....	1 Groswell	Beal	W. Leach	Theod
Thursday.....	2 Church	Carrington	Theod	W. Leach
Friday.....	3 Groswell	Beal	W. Leach	Farmer
Saturday.....	4 Church	Carrington	Theod	King

The Property Mart.

Sales of the Ensuing Week.

July 31.—Messrs. THURGOOD & MARTIN, at the Mart, at 2.—High Holborn, Tottenham, Gray's-inn-road, Bethnal Green, and Belgrave: Factory Premises, Ground-rents, Freehold and Leasehold Houses, and Motor Garage or Business Premises. Solicitors, Messrs. Stanning & Son, Maidstone; and Messrs. Withers, Bensons, Withers, & Davies, Messrs. Hopwood & Sons, and Messrs. F. C. Mathews & Co., all of London. (See advertisement, this week, p. iv).

Result of Sale.

Messrs. MARK LIEBL & SON sold, at the Mart, on the 24th inst., the Grove Hall Building Estate, Bow, of 1½ acres of unrestricted Freehold Land for £22,300.

Winding-up Notices.

London Gazette.—FRIDAY, July 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLACKPOOL FRUIT AND POULTRY FARM CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 31, to send their names and addresses, and full particulars of their debts or claims, to Arthur Nicholas, 83, Bridge st., Manchester. Clark & Bradley, Blackpool, solicitors for liquidator.

BURLINGTON LANDSCAPE SYNDICATE, LIMITED—Petition for winding up, presented July 18, directed to be heard July 31. Scott & Co, Queen st., Chapside, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 30.

CANADIAN FACTORIES, LIMITED—Creditors are required, on or before Aug 29, to send their names and addresses, and the particulars of their debts or claims, to William Henry Davis, 63, Queen Victoria st.

FALCON STEAMSHIP CO., LIMITED—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to Edward Johnson, Bank Chambers, Sandhill, Newcastle upon Tyne.

HORSHAM TRAMWAY ELECTRIC CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swinburn's ln. Angie & Co, Broad st House, solicitors for liquidator.

MONMOUTH GOLD DREDGING CO., LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to C. Annesley Gell, Moorgate Station Chambers. Slaughter & May, Austin friars, solicitors for liquidator.

OSBORNE COY OF GREAT BRITAIN, LIMITED—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to James Carroll, 81, Darnley rd., Stamford Hill.

PURNEY MOTOR CO., LIMITED—Petition for winding up, presented July 12, directed to be heard July 31. Sharpe & Co, 12, New ct., Carey st., for Hughes & Messer, Coventry, petitioner's solicitors. Notice of appearing must reach Sharpe & Co not later than 6 o'clock in the afternoon of July 30.

STANTON COLLIERIES SANITARY PIPE AND FIRE BRICK CO., LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, with particulars of their debts or claims, to George Brockley Blakeney, Oakfield, Ashby de la Zouch.

TRUST PATENT SYNDICATE, LIMITED—Creditors are required, on or before Aug 7, to send their names and addresses, and the particulars of their debts or claims, to Mr. Percy Dewe Leake, 25, Abchurch ln.

W J MACGADAM & CO., LIMITED—Petition for winding up, presented July 16, directed to be heard July 31. Lawson & Lawson, Finsbury circus, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 30.

W WIDEBRANK, LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to John Dalgleish, 4, Coleman st., Hatwood & Pacey, Cannon st., solicitors for liquidator.

London Gazette.—TUESDAY, July 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DULAKE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 6, to send their names and addresses, and the particulars of their debts or claims, to John Henry Jenks, Broad st House, New Broad st. Wild & Collins, Lawrence ln, Chapside, solicitors for liquidator.

GEORGE ROSS & CO (LIMITED)—Petition for winding up, presented July 17, directed to be heard at the Court House, Encombe pl., Salford, Aug 22, at 10. Hilditch, 16, John Dalton st., Manchester, for Vicars & Co, Bank st., Sheffield, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 21.

LOVE'S EXPLOSIVES, LIMITED—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to C L Nichols, 1, Queen Victoria st.

OWEN'S SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Charles Harrison Mounsey, 6, Old Jewry. Lawrence & Co, Cornhill.

SWANSEA FISHING AND ICE CO., LIMITED—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Richard Phillips Pike, 17, Wind st., Swansea. Richards, Swansea, solicitors for liquidator.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 20.

BOLANDER, PETER AUGUST, Catford, Kent, Tailor Oct 1 Bolander v Martin, Eady, J Brown, Monument st.
CHESTON, CHARLES, Gt Winchester st, Solicitor Aug 1 Talbot v Cheston, Swinfen Eady, J Broad, Gt Winchester st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 17.

ANDREWS, WILLIAM STRATFORD, Sevenoaks Aug 27 Croxley & Burn, Moorgate st bldgs
BAKER, CHARLES ARTHUR, Hanwell, Builder Sept 1 Beecher, Bedford row
BAKER, JOHN HOWARD, Edgbaston, Birmingham, Solicitor Sept 1 Baker & Co, Steel-house ln
BROWN, NORMAN HENRY, Mitley, Essex Sept 1 Beaumont & Co, Chancery ln
CAPES, MARIANNE, Sydenham Aug 13 Woodcock & Co, Bloomsbury sq
CAREY, ROY CHARLES, Bournemouth Aug 24 Bird & Eldridge, Gt James st, Bedford row
COOPER, ELIZABETH, Kidderminster July 31 Crowther & Boring, Kidderminster
COURTAULD, SARAH LUCY, Bocking, Braintree, Essex Aug 17 Cunningham & Co, Braintree, Essex
COWARD, WILLIAM HENRY, Prestatyn, Flint, Plumber Aug 14 Kelly & Co, Liverpool
COX, FRANCIS WALTER, Broadmill, Derby Aug 18 Smith & Bostock, Derby
CUMMER, ALICE, Waverton, nr Chester Aug 20 Connah & Gardner, Liverpool
DUBBIN, EDWIN, Torquay, Merchant Aug 24 Campbell & Garrard, Worcester
EADEN, MARTHA ELIZA, Cambridge Aug 14 Prince, Essex ct, Strand
ELVERN, ELIZABETH, Dover Aug 18 Stillwell & Harby, Dover
FERDINANDO, JOSEPH YOUNG, Ilford Aug 1 Jones, Spital sq
FOSTER, GEORGE EDWARD, JP, Brooklands, Cambridge Dec 31 Ginn & Co, Cambridge
HARRIOTT, FLORENCE MARY, Dover Aug 15 Kingsford & Co, Ashford, Kent
HODGSON, HENRY, Leeds Aug 1 Simpson & Co, Leeds
LLODINS, JOSEPH, Coundon, Warwick Aug 28 Kirby & Sons, Coventry
LONGDES, RICHARD, Calow Farm, nr Hathersage, Derby, Farmer Aug 27 Pye-Smith & Barker, Sheffield
MARSHALL, JULIA, Walsall Aug 24 Corbett, Darlaston
MARSHALL, THOMAS, Walsall Aug 24 Corbett, Darlaston
MARSHALL, WILLIAM, Deptford Aug 15 Hicklin & Co, Trinity sq, Southwark
MURRAY, ALEXANDER, Morpeth, Northumberland Aug 24 Webb, Morpeth
ORME, RICHARD HENRY, Oldham, Gas Engineer Aug 22 Mellor, Oldham
PARKER, ISABELLA, Liverpool Aug 20 Banks & Co, Liverpool
PARKER, ELIZABETH, Liverpool Aug 20 Banks & Co, Liverpool
PROBERT, JANE ANN PEPPER, Ramsgate Aug 22 Mercer & Whitehead, Ramsgate
PUBERT, ELIZABETH COOKE, Tebworth, Chalgrove, Beds Sept 5 Newton & Calcott, Leighton Buzzard
ROBIN, ELLEN, Brighton Sept 1 Pettitt & Valentine, Chancery ln
SCOTT, JOHN, Patterdale, Westmorland Aug 15 Little & Lamson, Penrith
SEARLE, WILLIAM THOMAS, Chapel rd, West Norwood Aug 16 Lamb & Co, Ironmonger ln
SIMCOCK, WILLIAM, Trarham, Birkenhead Aug 15 Newman & Olley, Liverpool
SOUTHWELL, CHARLES, Finchley rd, Child's Hill, Confectioner Aug 15 Lettis Bros, Baitlett's bldgs
SPARKS, MORTON, Torquay Aug 12 Ayrton & Co, Liverpool
STAINES, ROBERT, Hylton Farm, nr Sunderland July 31 Dixon & Barker, Sunderland
THORNTON, ANNIE LITTLEDALE, South st, Park ln Aug 24 Walters & Co, New sq, Lincoln's inn
TUFNELL, MARIA JANE, Twickenham Aug 17 Clapham & Co, Devonshire sq, Bishopsgate
UNDERWOOD, MARY ANNA, Kidderminster July 31 Crowther & Boring, Kidderminster
WELLS, SOPHIA, Ribstone, Yorks Sept 15 Kirby & Son, Harrogate
WILLIAMS, CATHERINE MATILDA, Springdale rd, Stoke Newington Aug 31 Hughes & Co, Budge row

London Gazette.—FRIDAY, July 20.

ALLEN, JOSEPH, Reddick Hill, Sutton Coldfield, Bag Merchant Aug 25 Frost, Birmingham
BLACKETT, FRANCES JULIA, Ventnor, I of W Sept 1 Rye & Eyre, Golden sq
BRUCE, GILBERT STUART, Gracechurch st Aug 31 Parkes & Williams, Carey st
BUTLER, NICHOLAS HERBERT, Southwark, Southampton, Farmer Aug 23 Stubbey, Maidenhead
CHICHESTER, ERNEST STENNER, Charlfield, Glos Sept 1 Giddingham & Lloyd, Wotton under Edge, Glos
COCHRAN, JAMES, Hyde Park gate Aug 30 Shaden & Wing, Delahay st, Westminster
COHEN, ANNE, Oakley rd, Lillington July 31 Romaia, Bishopsgate Without
COLLINS, ALFRED, Brighton, Hotel Keeper Aug 31 Stevens & Son, Brighton
CRIST, WILLIAM JOHN, Acton, Builder Aug 20 Enover, Broad st House
DAVIES, ELI WALSH, Lobe Tree, Johnson County, Iowa, USA Sept 29 Filmer, Brighton
DAY, SAMUEL, Scarborough Sept 1 Watts & Co, Scarborough
DEWHIRST, JOHN, Ling Bob, Wilsden, Bradford, Grocer Aug 15 Farrar & Crowther, Bradford
DOIDGE, WILLIAM HENRY, Hastings Aug 31 Light, Victoria st, Westminster
DUGGAN, THOMAS, King's Heath, Pattern Maker Aug 31 Duggan & Elton, Birmingham
DUNNELL, SARAH, Gt Yarmouth July 29 Burget & Son, Gt Yarmouth
ERNESTON, HENRIETTA SARAH, York ter, Regent's Park Aug 31 Mott & Son, Bedford row
FIRTH, THOMAS ARNOLD, Brighouse, Bank Cashier Sept 1 Firth, Cookridge st, Leeds
FOULKES, CHARLES FREDERICK, Shireock rd, Hampstead Aug 10 Jennings & Jennings, Kentish Town rd
GIBBARD, JOHN, Preston, Ornamental Plaster Worker Aug 9 Jukes, Preston
HALSEY, GEORGE WILLIAM, Hadley, Barnet, Coach Builder Sept 1 Boyes & Son, Barnet
HANSON, REBECCA, Wyke, Bradford Aug 18 Farrar & Crowther, Bradford
HANSON, SARAH, Wyke, Bradford Aug 18 Farrar & Crowther, Bradford
HAYES, MATILDA, Handsworth Aug 17 Saville, Birmingham
HOUGH, JOHN JAMES, Edgware rd, Bank Manager Aug 11 Hunt, Haymarket
HOWARD, FRANCIS, Nether Green, Sheffield Aug 31 Fernell, Sheffield

HUTCHINSON, ANDREW, Shaftesbury avenue Aug 10 Hicks & Co, King st, Covent garden
 JONES, JOHN, Cwm, Flint, Farmer Aug 21 Foulkes-Roberts, Denbigh
 MATRISON, RACHEL JANE, Wedderburn rd, Hampstead Sept 1 Wragg, Devonshire sq, Bishopsgate
 MEXWORTHY, ELLEN ADELIN GIBSON, Richmond ter, Clapham rd Aug 23 Westcott & Sons, Strand
 PRABHALL, ISAAC, Montserrat rd, Putney, Builder Aug 31 Stileman & Neate, Southampton st, Bloomsbury sq
 PRABSON, FREDERICK LEASER GRANGE, nr Bedale, Yorks, Whitesmith Aug 11 Swarbrick & Willan, Bedale
 PENDERTON, ELIZABETH HORSFALL, Craigydd, Llandudno Aug 30 Ryland & Co, Birmingham
 PITMAN, NATHANIEL GERRARD, Woodberry grove, Finsbury pk Aug 18 Dommett & Son, Gresham st
 ROBERTS, JOHN, Rushmore rd, Clapton, Dairyman Sept 3 Lewis, Chandos in
 ROBINSON, THOMAS, Oxford, Fruiterer Aug 31 Robinson, Oxford
 ROBINSON, WILLIAM, Thorne Aug 1 Constable, Thorne, Doncaster
 SCHORELL, GOTTLIEB, Green lanes, South Tottenham Aug 31 Collyer & Davis, Abchurch la
 SCOTT, ERNEST HOWARD, Potchefstroom, Transvaal, South Africa Nov 1 Monie & Stode, Serjants' inn, Fleet st
 SMITH, JOHN, Weston super Mare Aug 24 Bartlett & Gregory, New sq, Lincoln's inn
 SOMERSET, JOHN BRIGHTMORE, Sheffield, Saddler Aug 7 Keer, Sheffield
 SPARROW, SARAH, Newhall, Derby Sept 1 J & W J Drewry & Newbold, Barton on Trent
 STEER, CHARLES, Bromsgrove, Worcester Aug 28 Ryland & Co, Birmingham
 TURNER, JOSEPH, Beeston, Notts Sept 7 Turner & Co, Nottingham
 WALKERLEY, SARAH, Lichfield Aug 25 Birch & Birch, Lichfield
 WHITE, EDWARD, Brighton, JP Aug 31 Stevens & Son, Brighton
 WOLFENDEN, FLORENCE EVELYN, Birkdale, Lancs Aug 22 Worden & Ashington, Southport

London Gazette.—TUESDAY, July 24.

ANYOT, WILLIAM HENRY, Newcastle upon Tyne Aug 31 Karuth & Co, Carey st
 BAILEY, JOHN, Malmesbury, Tailor Aug 21 Clark & Smith, Malmesbury
 BECK, REV WILLIAM, Clannaborough, Devon Aug 31 Sparkes & Co, Crediton, Devon
 BECK, EDITH, Clannaborough, Devon Aug 31 Sparkes & Co, Crediton, Devon
 BEDFALL, JANE, Kirkby Woodhouse, Notts Aug 26 Alcock, Mansfield
 BOWDEN, THOMAS, Rochdale, Dyer Aug 25 Wiles & Thompson, Rochdale

Bankruptcy Notices.

London Gazette.—TUESDAY, July 17.

ADJUDICATIONS.

BATT, GEORGE ASKEW, Stockbridge, Yorks Sheffield Pet July 12 Ord July 12
 BAYLIS, GEORGE WILLIAM, Hendy, Carmarthen, Licensed Victualler Carmarthen Pet July 13 Ord July 13
 BEACK, HENRY, New London st, Fenchurch st, Wine Merchant High Court Pet June 27 Ord July 14
 BRADLEY, WALTER GEORGE, Frampton on Severn, Glos, Cycle Dealer Gloucester Pet July 13 Ord July 13
 BREHAN, THOMAS HENRY ARTHUR, Thelvis inn, Holborn circus, Watch Importer High Court Pet May 11 Ord July 12
 BURGESS, RALPH ARTHUR, and FREDERICK ISAAC BURGESS, Westbury, Wilts, Builders Frome Pet July 14 Ord July 14
 CARTER, HARRY, and HARRY WHEATLEY, Ralsall Heath, Wire Workers Birmingham Pet July 10 Ord July 13
 CLARKE, WALTER JAMES, 61 Yarmouth, Grocer Gt Yarmouth Pet July 14 Ord July 14
 DEARLE, ALFRED THOMAS, Reading, Commercial Traveller Reading Pet July 13 Ord July 12
 FUDGE, WALTER HENRY, and FRANK WILLIAM FUDGE, Staple Hill, Glos, Coachbuilders Bristol Pet July 4 Ord July 14
 GEE, THOMAS, Birmingham, China Dealer Birmingham Pet June 26 Ord July 12
 GOSWORTHY, CATHERINE, Camden st High Court Pet July 14 Ord March 22
 HARRIS, WINIFRED VERA EMILY, Dover st, Piccadilly High Court Pet July 13 Ord May 5
 HARRISON, WILLIAM ROBERT, Kingston upon Hull, Consulting Engineer Kingston upon Hull Pet June 16 Ord July 12
 HART, THOMAS WILLIAM, Abingdon Oxford Pet July 13 Ord July 12
 HAWTHORNE, GEORGE BOWNE, Northampton, Provision Dealer Northampton Pet July 4 Ord July 12
 HEAD, JOHN HENRY, Dim, Norfolk, Licensed Victualler Ipswich Pet July 12 Ord July 12
 HODGE, JAMES, Abertown, Glam, Hay Merchant Neath Pet July 14 Ord July 14
 HODGE, ORLANDO, Thorpe la Soeken, Essex, Pastrycook Colchester Pet July 13 Ord July 13
 JENNINGS, ALEXANDER CADWGAN MORRIS, Llandudno, General Merchant High Court Pet March 3 Ord July 11
 JONES, FREDERICK, Ystradgynlais, Brown, Licensed Victualler Brecon Pet July 13 Ord July 13
 JONES, JULIA EYTON, Market Harborough Leicester Pet July 12 Ord July 12
 JONES, THOMAS, Merthyr Tydfil, Manager Merthyr Tydfil Pet July 12 Ord July 12
 KIRKBY, FREDERICK, Kennel st, Upper Westbourne Park, Baker High Court Pet July 14 Ord July 14
 LANE, H G, Orpington, Kent, Builder Croydon Pet March 6 Ord July 13

LISHMAN, JOHN, Barrow in Furness, Grocer Barrow in Furness Pet July 12 Ord July 12
 MARIOTT, FREDERICK JOHN, and ALFRED O'BRIEN, Irthingborough, Northampton, Cycle Dealers Northampton Pet June 15 Ord July 12
 MULLINS, FRANK, Twickenham, Finner Brentford Pet July 4 Ord July 11
 NEWMAN, JAMES, Whiteparish, Wilts, Carrier Salisbury Pet July 12 Ord July 12
 REEVE, WILLIAM THOMAS, Oxford Oxford Pet June 19 Ord July 12
 SALTER, JOSEPH, Alford, Sheffield, Bricklayer Sheffield Pet July 14 Ord July 14
 SMITH, WILLIAM HENRY, and HUMPHRY ARCHER, Chiswick, Grocers Brentford Pet June 22 Ord July 12
 STRICKLAND, EDWIN, Otley, Yorks, Canvas Manufacturer Leeds Pet July 5 Ord July 12
 TAYLOR, HENRY, BAYTOW in FURNESS, Engineer BAYTOW in FURNESS Pet July 14 Ord July 14
 TAYLOR, REES LEEWELLYN, Bexhill, Draper Hastings Pet June 26 Ord July 13
 THOMAS, WILLIAM, Fennyfonten, Merthyr Tydfil, Platelayer Merthyr Tydfil Pet July 12 Ord July 12
 THOMAS, WILLIAM, Aberdare, Glam, Collier Aberdare Pet July 13 Ord July 13
 VINE, HARRY, Eastbourne, Laundryman Eastbourne Pet July 13 Ord July 13
 WALDER, THOMAS JOHN, Hastings, Timber Merchants Hastings Pet June 26 Ord July 12
 WALSWORTH, JOHN, Basingstoke, Grocer Winchester Pet July 13 Ord July 12
 WISELBERG, HARRIS, Commercial rd, Whitechapel High Court Pet June 14 Ord July 14
 WILLIAMS, GWILLYM, Blaenau, Mon, Mason Tredegar Pet July 13 Ord July 13
 WOODCOCK, ALFRED ROBERT, Dover, Pork Butcher Canterbury Pet July 14 Ord July 14

ADJUDICATION ANNULLED.

BOWLES, ARTHUR HENRY, Jedburgh st, Clapham Common, Draper's Assistant Wandsworth Adjud July 18, 1902 Annul July 12

London Gazette.—FRIDAY, July 20.

RECEIVING ORDERS.

ABLETT, J, Vicarage la, Stratford, Undertaker High Court Pet July 2 Ord July 17
 BARKER, ALBERT, and ARTHUR WILLIAM CLOUGH, Bradford, Electro Platers Bradford Pet July 14 Ord July 14
 BERRY, WILLIAM, Southend on Sea, Baker Chelmsford Pet June 26 Ord July 16
 BIRD, ARTHUR FAWKES, Leicester, Butcher Leicester Pet July 19 Ord July 16
 BOUNDS, EDWIN, Mayfield rd, Stroud Green, Cigar Importer High Court Pet July 17 Ord July 17
 BROWN, THOMAS, and GEORGE BROWN, Pembroke Dock, Builders Pembroke Dock Pet July 17 Ord July 17
 BUDDEN, A F, Chertsey st, Colonel High Court Pet Feb 26 Ord July 17
 BURROWS, THOMAS, Beech Range, Levenshulme, Lancs, Glass Merchant Manchester, Pet July 16 Ord July 17

BRANCH, JAMES THOMAS MEDBURAY, Cambridge Aug 30 Miller, Cambridge
 BROWN, SIR GEORGE THOMAS, CB, Stannore Aug 31 Bannister & Reynolds, Basinghall st
 BROWN, MARY, Levensden Asylum, nr Watford Sept 10 Colman & Knight, Gray's Inn sq
 BYNG, MARY ANN, Sparkhill, nr Birmingham Aug 31 Mogford, Birmingham
 BYTHESKA, JOHN, Ashburn pl, South Kensington Sept 10 A R & H Steele, College hill
 CROSTON, THOMAS, Croston, Lancs, Farmer Aug 23 Wilson & Co, Preston
 DABY, JAMES, Acocks Green, Worcester Sept 1 Beale & Co, Birmingham
 ELLIOMBS, HUGH MYDDLETON, Hinwick Hall, nr Wellingborough Sept 15 Fyke & Parrott, Lincoln's inn fields
 GODFREY, EMMA, Halesowen, Worcester July 31 Grove, Halesowen
 GRAHAM, MARY ANNE, Buckingham Aug 31 Braby & Macdonald, Arundel st, Strand
 GRAY, THOMAS, Middlesbrough, Hotel Harman Sept 1 Gibson & Co, Newcastle upon Tyne
 GREENWOOD, CHARLOTTE JANE, Charles st, Knightsbridge Aug 30 Carleton & Co, Bedford row
 HAMILTON, ALLAN, Bishop's av, East Finchley Aug 15 Hogan & Sons, Dublin
 HAMPSON, ROBERT, Chester Sept 1 Grundy & Co, Manchester
 HANDLEY, JANE LUGY, Waddon, Croydon Sept 1 Haigh, Coleman st
 HUDSON, MARGARET, Freckleton, nr Kirkham, Lancs Aug 11 Gaultier, Fleetwood
 JOHNSON, ELLEN, Winton, Eccles Aug 31 Bowden & Livesey, Manchester
 KNIGHT, ROBERT, North Shields, Blacksmith Aug 25 Brown & Holliday, North Shields
 ORFORD, AMELIA, Charrington st, Oakley sq Aug 24 Snow & Co, Gt St Thomas Apostle, Queen st
 PARTRIDGE, MARY ANN, Harby, Notts Aug 31 Mogford, Birmingham
 PETERS, JAMES, Swansea, Master Plasterer Aug 19 Puntan, Swansea
 PRATT, JOHN RUSBY, Liverpool Sept 4 Labron & Son, Liverpool
 ROBERTS, ANN, Mount Ararat rd, Richmond Aug 28 Senior & Furbank, Richmond
 ROWE, ELIZABETH, Hyde, Chester Aug 21 Watts, Hyde
 TAYLOR, ABRAHAM, Rochdale Aug 31 Standing & Co, Rochdale
 THOMPSON, EMMA, Herham, Surrey Aug 18 Gray, Walton on Thames
 TOZER, ALFRED ROBERT, Upper Priory, Birmingham Sept 4 Brooks, Birmingham
 VICKERIDGE, SARAH, Kinner, nr Stourbridge Sept 1 Mitchell, Shrewsbury
 WAGNER, SIMON, Coleman st, Wine Merchant Aug 21 Harris & Co, Coleman st
 WEBB, JANE, Crumpeall, Manchester Aug 25 Webb, Moss Side, Manchester
 WELLS, JOHN, Kingston on Thames, Butcher Aug 25 Sherrard & Sons, Kingston on Thames
 YATES, RICHARD, Newcastle on Tyne Aug 21 Ingledew & Fenwick, Newcastle on Tyne

CARROLL, PETER, Liverpool, Builder Liverpool Pet June 13 Ord July 17
 CARTHERY, JOHN, Small Heath, Birmingham Birmingham Pet July 17 Ord July 17
 CORNIE, THOMAS, Manchester, Tailor Manchester Pet July 17 Ord July 17
 COAD, HERBERT JOHN LUTHER, and GEORGE MUTTON, Finchley, Builders Barnet Pet July 18 Ord July 18
 DONCASTER, FREDERICK, Newark upon Trent, Notts, Baker Nottingham Pet July 16 Ord July 16
 FIELDING, JOE, Lofthouse Gate, nr Wakefield, General Dealer Wakefield Pet July 17 Ord July 17
 FRIEDMAN, ISAAC, Leeds Leeds Pet July 17 Ord July 17
 GANAWAY, FREDERICK WILLIAM, Southampton, Baker Southampton Pet July 18 Ord July 18
 GRAY, AMOS, Widopen, Northumberland, Builder Newcastle on Tyne Pet June 21 Ord July 16
 GREEN, TOM, New King's rd, Fulham High Court Pet July 19 Ord July 19
 HANROSE, NELLIE CLARA, Northallerton, Yorks, Grocer Northallerton Pet July 4 Ord July 16
 HELLIER, JOHN GABRIEL, Shoreham, Sussex, Boot Dealer Brighton Pet July 18 Ord July 18
 HOLLAND, WILLIAM THOMAS, Leicester, Furniture Dealer Leicester Pet June 30 Ord July 17
 JACKLEY, ELLEN, Aldershot, Photographer Guildford Pet July 14 Ord July 14
 JACKSON, CHARLES HEFFLE, Leicester Leicester Pet July 18 Ord July 18
 JONES, TIMOTHY CLARKE, St Asaph, Flint, Baker Bangor Pet July 16 Ord July 16
 JOHNSON, EDWIN HAMILTON, Reigate Croydon Pet June 1 Ord July 17
 JONES, WILLIAM, Ilfracombe, Steamship Company's Agent Barnstaple Pet July 16 Ord July 16
 LEAVER, THOMAS, Herne Bay, Kent, Carrier Canterbury Pet July 16 Ord July 16
 LLOYD, WILLIAM WALTER, Prestatyn, Flint, Pinner Bangor Pet July 16 Ord July 16
 LEWAL, WILLIAM HENRY, Floss st, Wine Merchant High Court Pet June 26 Ord July 18
 MILLS, GEORGE HENRY, Presbury, nr Cheltenham, Keeper Cheltenham Pet July 16 Ord July 16
 MINSHULL, GEORGE JOSEPH, Leaden Knowl, Bugsworth, Derby, Railway Porter Stockport Pet July 17 Ord July 17
 MORE, JAMES, Fenchurch st, Timber Merchant High Court Pet July 19 Ord July 19
 MURCHISON, OTTO EMIL, Marble Arch, Nerve Specialist High Court Pet May 13 Ord July 18
 RICHARDS, ERNEST ALBERT, Stoke, Devonport, Boot Dealer Plymouth Pet July 17 Ord July 17
 RICHARDS, FRANK, Wolverhampton, Builder Wolverhampton Pet July 16 Ord July 16
 RYAN, HENRY, Margate, Licensed Victualler Croydon Pet July 2 Ord July 18
 SIMPSON, AARON JAMES, Preston, Sawyer Preston Pet July 17 Ord July 17
 SLATER, JOSEPH, Nelson, Lancs, Twister Burnley Pet July 3 Ord July 17
 TRACKER, HENRY STANLEY, South Norwood, Surrey, Stationer Croydon Pet July 3 Ord July 17

WILKINSON, THOMAS WALTON, Seaton Carew, Durham, Stockbroker Sunderland Pet July 14 Ord July 14
WILLIAMS, THOMAS, Llanymydd, Glam, Builder Pontypridd Pet June 26 Ord July 16
WILSON, JOHN GREENSTED, Rochester, Pilot Rochester Pet July 16 Ord July 16

FIRST MEETINGS.

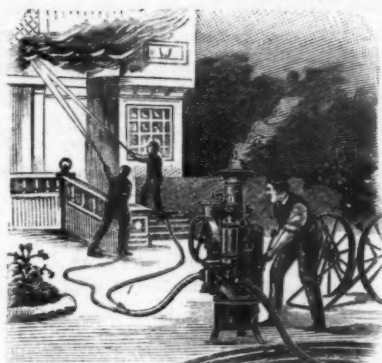
ASLET, J. Stratford, Undertaker July 31 at 12 Bankruptcy bldg, Carey st
BARKER, ALBERT, and ARTHUR WILLIAM CLOUGH, Bradford, Electro Platers July 31 at 3 Off Rec, 29, Tyndal st, Bradford
BAYLES, GEORGE WILLIAM, Hendy, Carmarthen, Licensed Victualler July 28 at 11.30 Off Rec, 4, Queen st, Carmarthen
BOOTH, SAMUEL, Stockton Heath, Cheshire, Builder's Merchant July 28 at 10.50 Off Rec, Byrom st, Manchester
BOWDS, EDWIN, Mayfield rd, Stroud Green, Cigar Importer July 30 at 12 Bankruptcy bldg, Carey st
BRIDGES, A. F. Clarges st, Colonel July 31 at 11 Bankruptcy bldg, Carey st
CHARLES, DAVID, Llantarnam, Mon, Builder July 30 at 11 Off Rec, 144, Commercial st, Newport, Mon
CLARKE, WALTER JAMES, Gt Yarmouth, Grocer July 30 at 12.30 Off Rec, 8, King st, Norwich
DEANLEY, THOMAS WILLIAM, Gloucester, Sauce Manu. factory July 28 at 11 Off Rec, Station rd, Gloucester
ELIAS, HENRY OWEN, Bangor, Shepherd July 30 at 8.15 British Hotel, Bangor
GRAY, AMOS, Northumberland, Builder July 28 at 12 Off Rec, 80, Mosley st, Newcastle on Tyne
GREEN, TOM, New King's rd, Fulham July 30 at 11 Bankruptcy bldg, Carey st
HARRISON, WILLIAM ROBERT, Kingston upon Hull, Consulting Engineer July 28 at 11 Off Rec, Trinity House, Hull
HODGE, OSWALDO, Thorpe le Soken, Essex, Family Baker July 28 at 11 Cups Hotel, Colchester
HOW, GEORGE, East Ehen, Builder July 30 at 11.30 132, York rd, Westminster Bridge
INGRAM, JOHN F. F. South Norwood July 30 at 12.30 132, York rd, Westminster Bridge
JONES, FREDERICK, Ystradgynlais, Brecon, Licensed Victualler Aug 2 at 11.30 Off Rec, 31, Alexandra rd, Swansea
LEAVER, THOMAS, Heme Bay, Kent, Carrier July 28 at 12 Off Rec, 68A, Castle st, Canterbury
LEWIS, THOMAS, Llanelli, Carmarthen, House Furnisher July 31 at 11 Off Rec, 101, Corporation st, Birmingham
LEWIS, JOHN, Baxton in Furness, Grocer Aug 3 at 11.15 Off Rec, 10, Cornwallis st, Baxton in Furness
MEADOWS, WALTER, Greenwich, Builder July 31 at 11 132, York rd, Westminster Bridge
MOSE, JAMES, Feuchurch st, Timber Merchant July 31 at 2.30 Bankruptcy bldg, Carey st
NEWMAN, JAMES, Whitparish, Wilts, Carrier July 31 at 12 Off Rec, City Chambers, Catharine st, Salisbury
PARTIDGE, ARTHUR ST GEORGE, and HENRY TARRY, jun, Gun st, Spitalfields July 30 at 12 Bankruptcy bldg, Carey st
STICKLAND, EDWIN, Otley, Yorks, Canvas Manufacturer Aug 2 at 11 Off Rec, 32, Park row, Leeds
TAYLOR, HENRY, Baxton in Furness, Engineer Aug 3 at 11.30 Off Rec, 16, Cornwallis st, Baxton in Furness
TAYLOR, JOSEPH FOSCOCK, Little Walsingham, Suffolk July 28 at 11.30 Cups Hotel, Colchester
THOMAS, WILLIAM, Aberaman, Aberdare, Collier July 30 at 3 125, High st, Merthyr Tydfil
WALSH, JOHN, Devonport July 31 at 11 Off Rec, 6, Alderman ter, Plymouth
WILLIAMS, GWILYM, Blaize, Mon, Mason July 31 at 12 135, High st, Merthyr Tydfil
WILLIAMS, JOSEPH BRYAN, Manchester July 30 at 3 Off Byrom st, Manchester
WILSON, JOHN GREENSTED, Rochester, Pilot July 30 at 12.15 115, High st, Rochester
WYATT, JOHN, Bicknacre, nr Chelmsford, Box Manufacturer July 30 at 12 14, Bedford row

ADJUDICATIONS.

ABRAHAM, ISAAC, Broadway, London Fields, General Draper High Court Pet June 21 Ord July 16
BARKER, ALBERT, and ARTHUR WILLIAM CLOUGH, Bradford, Electro Platers Bradford Pet July 14 Ord July 14
BARKER, THOMAS, Southall, Glass Merchant Windsor Pet May 31 Ord July 14
BIRD, ARTHUR FAWCETT, Lices'or, Butcher Leicester Pet July 18 Ord July 18
BOND, HARRY ELIJAH, High rd, Leyton, Coal Merchant High Court Pet June 11 Ord July 16
BOOTH, SAMUEL, Stockton Heath, Chester, Builders' Merchant Warrington Pet June 28 Ord July 18
BOWEN, THOMAS, Manchester, Glass Merchant Manchester Pet July 16 Ord July 16
CARVER, JOHN, Small Heath, Birmingham Birmingham Pet July 17 Ord July 17
CHAMBERS, REUBEN, Birmingham, Cycle Manufacturer Birmingham Pet June 28 Ord July 18
COOPER, JAMES LEONARD, Basinghall st, Surveyor High Court Pet April 27 Ord July 16
CROFTALL, ALBERT EDWARD BECHLEY, Clement's inn, Strand, Estate Agent High Court Pet March 5 Ord July 17
DONCASTER, FREDERICK, Newark upon Trent, Notts, Baker Nottingham Pet July 16 Ord July 16
DORRIDGE, HUBERT HENRY VALENTINE, Norwood Croydon Pet June 31 Ord July 14
ESPINGTON, ALAN, Shaftesbury av High Court Pet May 29 Ord July 13
FIELDING, JOE, Lofthouse Gate, nr Wakefield, General Dealer Wakefield Pet July 17 Ord July 17
HENDRY, ISAAC, Leeds Leeds Pet July 17 Ord July 17

MERRYWEATHER

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A. MacKenzie, Esq., &c., &c.

E. W. Harcourt, Esq.
Earl Scarborough.
Baron F. de Rothschild.
Hon. D. Waring.
Sir Philip Egerton.
Miss A. de Rothschild.

GANNAWAY, FREDERICK WILLIAM, Southampton, Baker Southampton Pet July 18 Ord July 18
HELLIER, JOHN GABRIEL, Shoreham, Sussex, Boot Dealer Brighton Pet July 18 Ord July 18
HOLLAND, WILLIAM THOMAS, Leicester, Furniture Dealer Leicester Pet June 30 Ord July 18
IRELAND, HENRY CURTIS, Coleman st, Solicitor High Court Pet April 26 Ord July 16
JACKLEY, ELLEN, Aldershot, Photographer Guildford Pet July 14 Ord July 14
JACKSON, CHARLES HEPPLE, Leicester Leicester Pet July 18 Ord July 18
JONES, TIMOTHY CLARKE, St Asaph, Baker Bangor Pet July 16 Ord July 16
JOHNSTON, JAMES HARVEY, West Wickham, Kent, Commission Agent Croydon Pet July 10 Ord July 18
JONES, WILLIAM, Lifford, Steamship Company's Agent, Barnstaple Pet July 16 Ord July 16
LIVINGSTON, ANDREW, Sunderland, Innkeeper Sunderland Pet June 18 Ord July 17
LOYD, WILLIAM WALTER, Prestatyn, Flint, Plumber Bangor Pet July 16 Ord July 16
MAXWELL, EDWARD LOUIS, St Paul's churchyard, Advertising Agent High Court Pet May 22 Ord July 18
MEADOWS, WALTER, Greenwich, Builder Greenwich Pet July 11 Ord July 17
MILES, GEORGE HENRY, Prestbury, nr Cheltenham, Innkeeper Cheltenham Pet July 18 Ord July 16
MINSHELL, GEORGE JOSEPH, Leaden Knowl, Bugsworth, Derby, Railway Porter Stockport Pet July 17 Ord July 17
NIGHTINGALE, ERNEST, Preston, Cycle Dealer Preston Pet June 26 Ord July 16
OWEN, JOHN, Rhyl, Flint, Grocer Bangor Pet June 23 Ord July 16
RICHARDS, ERNEST ALBERT, Stoke, Devonport, Boat Dealer Plymouth Pet July 17 Ord July 17
RICHARDS, FRANCIS, Wolverhampton, Builder Wolverhampton Pet July 16 Ord July 16
SIMPSON, AARON JAMES, Preston, Sawyer Preston Pet July 17 Ord July 17
SMITH, GEORGE HASLAN, Croydon, Boot Retailer Croydon July 9 Ord July 16
SMITH, THOMAS, Tabernacle st, Carpet Planner High Court Pet June 27 Ord July 18
SUNNER, FRANK HOLMES, Throgmorton st, Stock Dealer High Court Pet June 13 Ord July 16
TAYLOR, ANGLIA, Milnrow, Lancs Rochdale Pet June 12 Ord July 17
WILKINSON, THOMAS WALTON, Seaton Carew, Durham, Stockbroker Sunderland Pet July 14 Ord July 14
WILLIAMS, JOSEPH BEVIS, Manchester Salford Pet June 14 Ord July 17
WILLIAMS, THOMAS, Llanymydd, Glamorgan, Builder Pontypridd Pet June 26 Ord July 16
WILSON, JOHN GREENSTED, Rochester, Pilot Rochester Pet July 16 Ord July 16
Amended notice substituted for that published in the London Gazette of June 30:
COHEN, MORRIS, Landport, Hants, Draper Portsmouth Pet June 21 Ord July 10
London Gazette.—TUESDAY, July 24.
RECEIVING ORDERS.
ARTHURS, SYDNEY CLENCH, Northampton, Optician Northampton Pet July 30 Ord July 30

BAKER & SOX, J. Norton Folgate, Butchers High Court Pet June 18 Ord July 23
BATH, WILLIAM HARBOUR, King's Heath, Worcester, Cashier Birmingham Pet July 29 Ord July 23
BRETT, MATTHEW ALFRED, Stanningley, Leeds, Painter Leeds Pet July 30 Ord July 20
CAVE, WILLIAM, Akersham rd, Brixton, Printer High Court Pet July 20 Ord July 20
CLARKE, WALTER JOHN HERBERT, Norwich, Horse Dealer Norwich Pet July 20 Ord July 20
DICKER, THOMAS GEORGE, Exeter, Fruiterer Exeter Pet July 2 Ord July 23
ERINGTON, FREDERICK ALBERT, Prestigne, Radnor, Boot Dealer Leominster Pet July 9 Ord July 20
FORD, WALTER, Penydaron, Merthyr Tydfil, Oil Vendor Merthyr Tydfil Pet July 21 Ord July 21
FROST, ARTHUR FREDERICK, King's Lynn, Norfolk, Insurance Company's Agent King's Lynn Pet July 19 Ord July 19
GOTT, GEORGE EDWARD, Bradford, Accountant Bradford Pet July 5 Ord July 19
GREENHAM, JOSEPH, Sidney st, Mile End, Tailor High Court Pet June 29 Ord July 20
HALL, FRANK, Old Hill, Staffs, Builder Dudley Pet July 21 Ord July 21
HAWKINS, JULIAN WILLIAM, Henrietta st, Covent garden, Auctioneer Pet June 11 Ord July 20
HOLLINGWORTH, JOHN, Cardington Hill, Salop, Licensed Victualler Shrewsbury Pet June 25 Ord July 20
IVALL, JAMES, Falcon rd, Clapham Junction, Bookmaker Wandsworth Pet June 26 Pet July 19
KENNEDY, WALTER, Ashton under Lyne, Confectioner Salford Pet July 11 Ord July 20
KILPIN, CHARLES EDWARD, Brighton, Druggist Brighton Pet July 20 Ord July 20
KNIGHT, GEORGE, Gt Addington, Northampton, Licensed Victualler Northampton Pet July 21 Ord July 21
LOCKING, ROBERT EDGAR, Gt Grimsby, Grocer Gt Grimsby Pet July 29 Ord July 20
LOMAS, GEORGE, South Normanton, Derby, Labourer Derby Pet July 21 Ord July 21
LUCAS, JOHN EDWARD, Bispham, nr Blackpool, Schoolmaster Preston Pet July 6 Ord July 20
MAROARD, ALFRED, Seven Sisters rd, Holloway, Photographic Enlarger High Court Pet July 29 Ord July 23
MORRIS, GEORGE ROBERT, Middleborough Middleborough Pet July 20 Ord July 20
MORTIMER, WILLIAM JOHN, Ridgway, Plymouth, Devon, Boot Maker Plymouth Pet July 2 Ord July 23
NAYLOR, CHASLES, Blackpool, Shop Manager Preston Pet July 4 Ord July 20
NOON, WALTER, Leicester, Jeweller Leicester Pet July 21 Ord July 21
PHILLIPS, WILLIAM JOHN, Furnace, Llanelli, Grocer Carmarthen Pet July 10 Ord July 18
POOOCK, GEORGE HENRY, South End rd, Hampstead, Fruiterer High Court Pet June 28 Ord July 18
RANDALL, HORACE, Weybridge, Fitter Kingston, Surrey Pet July 19 Ord July 19
RAYCROFT, GEORGE, Barnet, Farmer Barnet Pet July 4 Ord July 19
SHEPHERD, FRANCIS DEAN, Huddersfield, Accountant Huddersfield Pet June 27 Ord July 20
STANBRIDGE, JOHN WILLIAM, Dover, Fruiterer Canterbury Pet July 30 Ord July 20
THOMPSON, JOHN, Trevelan, Leadgate, Durham, Farmer Newcastle on Tyne Pet July 21 Ord July 21

TURNER, ERNEST, Blackburn, Painter Blackburn Pet July 21 Ord July 21
WALKLATE, HENRY, Waltham Cross, Herts, Draper Edmonton Pet July 20 Ord July 20
WALTERS, DAVID, Llandidigie Fawr, Saint Davids, Pembroke, Farmer Pembroke Dock Pet July 21 Ord July 21
WARD, SQUIRE, Lowtown, Pudsey, Yorks, Coal Merchant Bradford Pet June 30 Ord July 19
WEBSTER, JAMES, Grantley, nr Ripon, Yorks, Grocer Northallerton Pet July 7 Ord July 20
WESTLAKE, CHARLES, Stonehouse, Devon, Hairdresser Plymouth Pet July 19 Ord July 19

RECEIVING ORDER RESCINDED.

ELLIOT, BERTHEM NOWELL, Gillingham, Kent, Lieutenant Rochester Ord July 2 Resc July 18

FIRST MEETINGS.

BAKER & SON, J. Norton Folgate, Butchers Aug 3 at 12 Bankruptcy bldgs, Carey st
BATT, GEORGE ASKEW, Stockbridge, Yorks Aug 1 at 12.30 Off Rec, Figtree Ln, Sheffield
BENNETT, WILLIAM, Southend on Sea, Baker Aug 2 at 12 Shirehall, Chelmsford
BRADLEY, WALTER GEORGE, Frampton on Severn, Glos, Cycle Dealer Aug 1 at 11 Off Rec, Station rd, Gloucester
BRETT, MATTHEW ALFRED, Armley, Leeds, Painter Aug 1 at 11.30 Off Rec, 22, Park row, Leeds
BURGES, RALPH ARTHUR, and FREDERICK ISAAC BURGESS, Westbury, Wilts, Builders Aug 1 at 11.30 Off Rec, 26, Baldwin st, Bristol
CARLES, HARRY, and HARRY WHEATLEY, Balsall Heath, Worcester, Wire Workers Aug 1 at 11 191, Corporation st, Birmingham
CAVE, WILLIAM, Akeman rd, Brixton, Printer Aug 2 at 12 Bankruptcy bldgs, Carey st
CORRIE, THOMAS, Manchester, Clothiers' Salesman Aug 1 at 12.15 Off Rec, Byrom st, Manchester
DICKER, THOMAS GEORGE, Exeter, Fruiterer Aug 7 at 10.30 Off Rec, 9, Bedford circus, Exeter
DONCASTER, FREDERICK, Newark upon Trent, Notts, Baker Aug 1 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
FIELDING, JOE, Louthmore Gate, nr Wakefield, General Dealer Aug 1 at 11 Off Rec, 6, Bond ter, Wakefield
FRIEDMAN, ISAAC, Leeds Aug 1 at 11 Off Rec, 22, Park row, Leeds
FROST, ARTHUR FREDERICK, King's Lynn, Norfolk, Insurance Canvasser Aug 16 at 10.30 Court house, King's Lynn
GAUNAWAY, FREDERICK WILLIAM, Southampton, Baker Aug 1 at 3.15 Off Rec, Midland Bank chmbrs, High st, Southampton
GOTT, GEORGE EDWARD, Bradford, Accountant Aug 1 at 3 Off Rec, 23, Tyrel st, Bradford
GREENBAUM, JOSEPH, Sidney sq, Sidney st, Mile End, Tailor Aug 7 at 12 Bankruptcy bldgs, Carey st
HANSON, NELLIE CLARA, Northallerton, Yorks, Grocer Aug 1 at 11 Off Rec, 3, Albert rd, Middlesbrough
HAWKINS, ALFRED, Newhall, Derby, General Dealer Aug 1 at 3 Off Rec, 47, Full st, Derby
HAWKINS, JULIAN, Henrietta st, Covent garden, Auctioneer Aug 8 at 11 Bankruptcy bldgs, Carey st
HELLIER, JOHN GABRIEL, Shoreham, Sussex, Boot Dealer Aug 1 at 12 Off Rec, 4, Pavilion bldgs, Brighton
HOBBS, JAMES, Aberavon, Glam, Hay Merchant Aug 2 at 12 Off Rec, 31, Alexandra rd, Swansea
HOLLAND, WILLIAM THOMAS, Leicester, Furniture Dealer Aug 1 at 12.30 Off Rec, 1, Berridge st, Leicester
HOLLINGWORTH, JOHN, Cardington Hill, Salop, Licensed Victualler Aug 2 at 11 Off Rec, 22, Swan hill, Shrewsbury
JACKSON, CHARLES HEPPLE, Leicester Aug 1 at 3 Off Rec, 1, Berridge st, Leicester
JOHNSTON, JAMES HARVEY, West Wickham, Kent, Commission Agent Aug 1 at 12.30 192, York rd, Westminster Bridge
JONES, WILLIAM, Ilfracombe, Steamship Company's Agent Aug 9 at 3.15 94, High st, Barnstaple
KILPIN, CHARLES EDWARD, Brighton, Druggist Aug 1 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
KIMPEL, FREDERICK, Kensal rd, Upper Westbourne pk, Baker Aug 1 at 11 Bankruptcy bldgs, Carey st
LAWRENCE, JAMES, Luton, Straw Hat Manufacturer Aug 2 at 10.45 Court house, Luton
LLOYD, WILLIAM WALTER, Prestatyn, Flint, Plumber Aug 1 at 12 Crypt chmbrs, Eastgate row, Chester
LUNDA, WILLIAM HENRY, Fleet st, Wine Merchant Aug 1 at 2.30 Bankruptcy bldgs, Carey st
MARGAND, ALFRED, Seven Sisters rd, Photographic Enlarger Aug 7 at 11 Bankruptcy bldgs, Carey st
MINSHULL, GEORGE JOSEPH, Leaden Knowl, Bugsworth, Derby, Railway Porter Aug 8 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
MUSCHICK, OTTO EMIL, Marble Arch, Nerve Specialist Aug 1 at 12 Bankruptcy bldgs, Carey st
POCOCK, GEORGE HENRY, South End rd, Hampstead, Fruiterer Aug 1 at 12 Bankruptcy bldgs, Carey st
RICHARDS, FRANCIS, Wolverhampton, Builder Aug 3 at 11.30 Off Rec, Wolverhampton
SALTER, JOSEPH, Attercliffe, Sheffield, Bricklayer Aug 1 at 12 Off Rec, Figtree Ln, Sheffield
SMITH, GEORGE HASLAM, Croydon, Boot Retailer Aug 1 at 11.30 192, York rd, Westminster Bridge
STOKES, WILLIAM ARTHUR, Doncaster, Grocer Aug 1 at 1 Off Rec, Figtree Ln, Sheffield
WALSWORTH, JOHN, Basinstoke, Grocer Aug 1 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton
WARD, SQUIRE, Lowtown, Pudsey, Yorks, Coal Merchant Aug 2 at 11.30 Off Rec, 23, Tyrel st, Bradford
WILKINSON, THOMAS WALTER, Seaton Carew, Durham, Stockbroker Aug 3 at 2.30 Grand Hotel, West Hartlepool
WILLIAMS, THOMAS, Llynypia, Glam, Builder Aug 1 at 12 185, High st, Merthyr Tydfil

ADJUDICATIONS.

ARLETT, JOHN, Stratford, Undertaker High Court Pet July 2 Ord July 20
ARTHURS, SYDNEY CLERK, Northampton, Optician Northampton Pet July 20 Ord July 20
BATH, WILLIAM HARGREAVES, King's Heath, Worcester, Cashier Birmingham Pet July 20 Ord July 20
BERRY, MATTHEW ALFRED, Armley, Leeds, Painter Leeds Pet July 20 Ord July 20
CLARKE, WALTER JOSEPH HERRERT, Norwich, Horse Dealer Norwich Pet July 20 Ord July 20
CORNIS, THOMAS, Manchester, Tailor Manchester Pet July 17 Ord July 20
FLOWER, CHARLES GEORGE, Leonard st, Finbury, Cabinet Manufacturer High Court Pet July 3 Ord July 20
FORD, WALTER, Penydarren, Merthyr Tydfil, Oil Vendor Merthyr Tydfil Pet July 21 Ord July 21
FROST, ARTHUR FREDERICK, King's Lynn, Norfolk, Insurance Canvasser King's Lynn Pet July 19 Ord July 19
GOTT, GEORGE EDWARD, Bradford, Accountant Bradford Pet July 5 Ord July 20
GRAY, ANON, Widdowes, Northumberland, Builder Newcastle on Tyne Pet June 21 Ord July 19
HALL, PERCY, Old Hill, Staffs, Builder Dudley Pet July 21 Ord July 21
HOLGATE, WILLIAM, Harrogate, Butcher York Pet July 9 Ord July 19
KILPIN, CHARLES EDWARD, Brighton, Druggist Brighton Pet July 20 Ord July 20
KNIGHT, GEORGE, Gt Addington, Northampton, Licensed Victualler Northampton Pet July 21 Ord July 21
LOCKING, ROBERT EDGAR, Gt Grimsby, Grocer Gt Grimsby Pet July 20 Ord July 20
LOMAS, GEORGE, South Newnham, Derby, Labourer Derby Pet July 21 Ord July 21
MARGAND, ALFRED, Seven Sisters rd, Holloway, Photographic Enlarger High Court Pet July 20 Ord July 20
MILDMAY, WYNDHAM FAULET St JOHN, Sparkford, Somerset High Court Pet May 17 Ord July 20
MORRIS, GEORGE ROBERT, Middlesbrough Middlesbrough Pet July 20 Ord July 20
MORTIMORE, WILLIAM JOHN, Ridgway, Plympton, Devon, Boot Maker Plymouth Pet July 20 Ord June 20
NOON, WALTER, Leicester, Jeweller Leicester Pet July 21 Ord July 21
PINCKNEY, ALFRED ABBOTT, Southend on Sea, Essex, Furniture Salesman Chelmsford Pet Feb 9 Ord July 18
RUTHERFORD, LAZARUS, South Tottenham, Tobacconist Edmonton Pet June 15 Ord July 18
SYKES, WILLIAM ARTHUR, Doncaster, Grocer Sheffield Pet June 19 Ord July 19
THOMPSON, JOHN, Iveston, Leadgate, Durham, Farmer Newcastle on Tyne Pet July 21 Ord July 21
TURNER, ERNEST, Blackburn, Painter Blackburn Pet July 21 Ord July 21
WALTERS, DAVID, Llandidigie Fawr, St David's, Pembroke, Farmer Pembroke Dock Pet July 21 Ord July 21
WESTLAKE, CHARLES, Stonehouse, Devon, Hairdresser Plymouth Pet July 19 Ord July 19
WILLIAMS, ETHEL ANNIE, Wigmore st High Court Pet June 22 Ord July 20

ADJUDICATION ANNULLED.

MITCHELL, THOMAS WILLIAM, Malton, Yorks, Solicitor Scarborough Adjud Nov 13, 1901 Annul July 17

RECEIVING ORDER RESCINDED, AND ADJUDICATION ANNULLED.

GRAY, JOHN ALEXANDER, Poulton, Ash next Sandwich, Kent, Farmer Canterbury Ord Feb 20, 1905 Adjud March 18, 1905 Resc and Annul July 17

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